

**CONSTRUCTION DOCUMENT SPECIFICATION  
for the  
WASHINGTON COUNTY  
PUBLIC SAFETY TRAINING CENTER**

**PUR-1401**

**Washington County Project No.: 28-276**

**Washington County Contract No.: MS-TC-276-28**

**Crabtree, Rohrbaugh & Associates Project No. 3089**

**for the**

**BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND**

**Jeffrey A. Cline, President**

**Terry L. Baker, Vice President**

**Wayne K. Keefer**

**Cort F. Meinelschmidt**

**Randall E. Wagner**



**August 3, 2020**

**Prepared by:**

**CRABTREE, ROHRBAUGH & ASSOCIATES - ARCHITECTS**

**401 East Winding Hill Road**

**Mechanicsburg, Pennsylvania 17055**

**717-458-0272**

**[www.cra-architects.com](http://www.cra-architects.com)**

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**PUR-1401**

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**Crabtree Rohrbaugh & Associates-Architects Project No. 3089**

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**Public Safety Training Center**

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## DIRECTORY

### OWNER

#### BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY

Washington County Administration Complex  
100 West Washington Street, Suite 1101  
Hagerstown, Maryland 21740

Phone: 240-313-2204

Contact: Krista Hart, Clerk

Fax: 240-313-2201

#### DIVISION OF ENGINEERING

80 West Baltimore Street  
Hagerstown, Maryland 21740

Director: Scott Hobbs, P.E.

Project Manager: Brennan Garrett

Phone: 240-313-2407

Phone: 240-313-2474

Fax: 240-313-2251

Fax: 240-313-2401

### ARCHITECT OF RECORD

#### CRABTREE, ROHRBAUGH & ASSOCIATES - ARCHITECTS

401 East Winding Hill Road  
Mechanicsburg, Pennsylvania 17055

Phone: 717-458-0272

Contact: John Pryor, R.A.

Fax: 717-458-0047

### CIVIL ENGINEER & LANDSCAPE ARCHITECT

#### KCI TECHNOLOGIES

11830 West Market Place, Suite F  
Fulton, MD 20759

Phone: 410-792-8086

Contact: Bryan Aloï, P.E.

Fax: 410-792-7419

### STRUCTURAL ENGINEER

#### ADTEK ENGINEERS, INC.

150 South East Street, Suite 201  
Frederick, Maryland 21701

Phone: 301-360-4268

Contact: Jeff Teagarden, P.E.

Fax: 301-662-7484

MECHANICAL/ELECTRICAL ENGINEER

BARRY ISSET & ASSOCIATES, INC.

85 South Route 100

Allentown, PA 18106

Phone: 484-866-4864

Fax: 610-481-9098

Contact: Lucy Paretti, P.E.

TECHNOLOGY ENGINEER

WRIGHT ENGINEERING, LLC

853 Ripple Stream Court

Joppa, MD 21805-1201

Phone: 410-877-6297

Fax: 866-635-0374

Contact: Jim Wright, P.E.

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**SECTION 00 20 00**  
**INVITATION TO BIDDERS**

**PUR-1401**  
**INVITATION TO BID**

**Contract No.: MS-TC-276-28**

The Board of County Commissioners of Washington County, Maryland, (hereinafter the "Owner") will accept sealed bids for the **Washington County Public Safety Training Center in Sharpsburg, Maryland**. Bids must be enclosed in a sealed opaque envelope marked "SEALED BID – (PUR-1401) WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER" to be received and time-stamped in the **Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740**, until no later than **2:00 P.M. (EDT/EST) on Wednesday, September 2, 2020**. All interested parties are invited to hear a reading of the bids. For those bidders who wish to hear a reading of the bids shall call 240-313-2330 to receive instructions prior to the bid opening. Bids received after this time will be returned unopened.

**NOTE:** Washington County Government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Bidders shall allow ample time for delivery of their bid packets. Delivery of bid packets via-courier service or United States Postal Service (USPS) will be accepted. For those bidders who wish to deliver their bid packet in person will need to call 240-313-2330 to schedule an appointment to drop off their bid packet

To obtain the Bid documents from the Washington County website, go to: [www.washco-md.net](http://www.washco-md.net) and access "**Services/Bids-Purchasing/Open Bid Invitations**". When accessing the Bid documents from the Washington County website, please enter accurate contact information on the Solicitation Registration Form. To ensure receipt of subsequent addenda to this document, a VALID e-mail address must be provided. All addenda are issued via e-mail to the recipient's e-mail address provided on the Solicitation Registration Form.

Bid security in the form of a cashier's check, certified check, or bid bond in the amount of five percent (5%) of the bid amount shall be submitted with Contractor's bid. The successful bidder will be required to furnish satisfactory Payment and Performance Bonds for the full amount of the Contract. Bids shall be executed on bid forms provided with the bidding documents in accordance with the Instructions to Bidders.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and prospective bidders shall be required to furnish to the Owner's representative all such information as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

*Invitation to Bid*

**PUR-1401**

**Public Safety Training Center**

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**Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all face-to-face meetings.** A Pre-Bid Teleconference for the project will be held on **Wednesday, August 12, 2020 at 10:00 AM, (EDT/EST).** All interested bidders wishing to take part in the meeting shall call 240-313-2330 to receive instructions. All interested bidders are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged. The project site will be available for contractors to tour after the pre-bid teleconference has been completed. Please contact the County's Project Manager, Brennan Garrett at 240-313-2474 to schedule a site visit.

**Overall Bid Schedule:**

- **Pre-Bid Teleconference 10:00 A.M., (EDT/EST) Wednesday, August 12, 2020**
- **Deadline for submitting questions: 4:00 P.M., (EDT/EST) Wednesday, August 19, 2020**
- **Bid submission date: 2:00 P.M., (EDT/EST) Wednesday, September 2, 2020**
- **Subcontractors list submission date: 2:00 P.M., (EDT/EST) Friday, September 4, 2020**

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Washington County Purchasing Department at 240-313-2330 Voice, 711 Voice/TDD to make arrangements no later than seven (7) calendar days prior to the Pre-Bid and/or Bid Opening teleconference.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.

By Authority of:

Rick F. Curry, CPPO  
Director of Purchasing

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**SECTION 00 30 00**

**AIA DOCUMENT A701-1997 INSTRUCTIONS TO BIDDERS**



# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## ***Instructions to Bidders***

for the following PROJECT:

Washington County Public Safety Training Center  
18350 Public Safety Place  
Hagerstown, Maryland 21740

THE OWNER:

Board of County Commissioners of Washington County, Maryland  
100 West Washington Street  
Hagerstown, Maryland 21740

THE ARCHITECT:

Crabtree, Rohrbaugh & Associates  
401 E. Winding Hill Road  
Mechanicsburg, Pennsylvania 17055

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### 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.

## **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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 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.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

### § 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

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

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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 Each Bidder shall ascertain prior to submitting a Bid 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 the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

#### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

**§ 4.4.3** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**§ 4.4.4** Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interests.

**§ 5.3.2** 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 low 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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

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

### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 in writing 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, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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. Bonds may be secured through the Bidder's usual sources.

**§ 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** If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 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 be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

**§ 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 thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**SECTION 00 40 00**

**SUPPLEMENTAL CONDITIONS TO THE  
INSTRUCTIONS TO BIDDERS A701-1997**

*Supplemental Conditions*

**PUR-1401**

**Public Safety Training Center**

Page 00 40 00-1

**SUPPLEMENTAL CONDITIONS TO THE  
INSTRUCTIONS TO BIDDERS**

**AIA DOCUMENT A701-1997**

**ARTICLE 9**

- 9.1 Subparagraph 3.1.1; **DELETE** from this section:
- 9.2 Subparagraph; **SUBSTITUTE** Paragraph 3.2.2 with the following subparagraph:
- “3.2.2 Should any Contractor find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from **Rick Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland, 21740, Fax 240-313-2331**; or send questions in MicroSoft Word platform via e-mail to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)
- All necessary interpretations will be issued to all Bidders as addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M., (EDT/EST), Wednesday, August 19, 2020** may not be considered. Every interpretation made by the County will be made as an addendum which, if issued, will be sent by the Director of Purchasing to all interested parties.”
- 9.3 Subparagraph 3.3.2; **CHANGE** to read as follows:
- 3.3.2 “**No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the County Purchasing Department for submittal to the Architect no later than 4:00 P.M., (EDT/EST), Wednesday, August 19, 2020** and submitted in accordance with Section 012500. Substitution requests after the bid may mandate a credit change order. Such requests shall include the name...”
- 9.4 Subparagraph 4.3.1; **ADD** the following subparagraph:
- “In addition to the above referenced data which shall appear on the bid envelope, submit only one (1) original set of the Standard Form of Proposal and all required documents.”
- 9.5 Subparagraph 6.1; **ADD** the following subparagraph:
- “Although Not required to be submitted with the Bid Form, the Owner reserves the right to request the Contractor to submit AIA Document A305. In addition, the Contractor shall include a financial statement, a resume’ of five (5) projects completed within the past five (5) years that are similar in scope and cost

as specified herein; references; and an affidavit attesting that the firm which the Contractor represents has maintained a continuous practice for a minimum of five (5) years.”

- 9.6 Subparagraph 7.1.1; **REVISE** to read:

The Bonding Company must be licensed to conduct business in the State of Maryland.

- 9.7 Subparagraph 7.1.3;

Delete in its entirety.

- 9.8 Subparagraph 7.2.1; **REVISE** to Read:

The Bonds shall be delivered to the Owner prior to the execution of the Contract.

- 9.9 Subparagraph 7.2.2; **REVISE** to Read:

That the Bonds shall be written on Washington County’s *Performance Bond and Labor and Material Payment Bond* forms provided in Section 00 60 00 – Special Provisions.

- 9.10 Subparagraph Article 8; **REVISE** to Read:

The Agreement for the work will be written on Washington County’s standard Contract Agreement form as provided in Section 00 60 00 – Special Provisions.

- 9.11 Subparagraph 7.1, **ADD** the following subparagraph:

“7.1.3 The Contractor’s Performance Bond and Labor and Material Payment Bond shall be supplied in the amount of 100% of the value of the total contracted work and shall be submitted on a Standard Washington County Form made payable to the Owner.”

- 9.12 **Notice of Political Contributions:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the proceeding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending

January 31; and (b) August 5, to cover the 6 month period ending July 31.

- 9.13 **Payment of County and Municipal Taxes:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- 9.14 **Award:** The contract will be awarded to the lowest responsive and responsible bidder who has either the lowest base bid or the lowest base bid plus the Alternate(s) selected upon evaluation of the bid prices and review of the available budget. The County reserves the right to include or exclude the Alternate(s) in the evaluation process. Any combination of Alternates may be selected.
- 9.15 **Award of Alternates:** If alternates are solicited by the Standard Form of Proposal, one or more alternates may be awarded in the discretion of the County in the order in which the alternates are listed in the Standard Form of Proposal; provided that in the event the County lacks funds for award of the base bid and any succeeding alternate, the County in its discretion may forego the award of the alternate for which funds are not available but may award one or more succeeding alternates for which funds are available.
- 9.16 **Sales Tax:** The County is exempt from the State of Maryland Sales Tax. The County's Sales Tax Exemption Number is 3000129-2. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.

END OF SUPPLEMENTAL CONDITIONS

**SECTION 00 45 00**  
**CONTRACTOR'S QUALIFICATION STATEMENT**  
**AIA DOCUMENT A305 - 1986**



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other (please specify)

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## § 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)



§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

#### § 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this      day of

Name of Organization:

By:

Title:

§ 6.2

M      being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this      day of      20-20

Notary Public:

My Commission Expires:

**SECTION 00 50 00**  
**STANDARD FORM OF PROPOSAL**

## STANDARD FORM OF PROPOSAL

Board of County Commissioners of Washington County  
c/o Washington County Purchasing Department  
100 West Washington Street, Suite 3200  
Hagerstown, Maryland 21740

Date: **Wednesday, September 2, 2020**  
Time: No later than **2:00 PM**  
(EDT/EST)

Project: Washington County Public Safety Training Center  
Washington County Bid No.: **PUR-1401**  
Washington County Project No.: 28-276  
Washington County Contract No.: MS-TC-276-28  
Crabtree, Rohrbaugh & Associates Project No.: 3089

Firm Submitting Proposal \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Contact: Name Printed and Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal Employer Identification No.: \_\_\_\_\_

Gentlemen:

We hereby submit our proposal for the Washington County Public Safety Training Center  
Having carefully examined the Specifications and Plans for the subject construction -

Specifications Dated, \_\_\_\_\_

Drawings Dated, \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_  
No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the Contract Documents, for the stipulated sum of:

1. BASE BID:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

2. ALTERNATES:

A. ADD/Deduct Alternate No. GC-1: ADD CLASSROOM WING – Provide in accordance with Section 012300 - Alternates.

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

*Form of Proposal*

**PUR-1401**

**Public Safety Training Center**

Page 00 50 00-2

- B. ADD/Deduct Alternate No. GC-2: NOT USED – Provide in accordance with Section 012300 - Alternates.

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

- C. ADD/Deduct Alternate No. GC-3: DEDUCT SIGNAGE AND SUPPORT SYSTEM IN FRONT OF BUILDING– Provide in accordance with Section 012300 - Alternates.

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

- D. ADD/Deduct Alternate No. GC-4: ADD PHOTOVOLTAIC SOLAR PANELS ON ROOF ABOVE CLASSROOMS B100, B102, B106 & B109– Provide in accordance with Section 012300 - Alternates.

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

- E. ADD/Deduct Alternate No. GC-5: ADD PHOTOVOLTAIC SOLAR PANELS ON ROOF OF ALTERNATE CLASSROOM GC-1 – Provide in accordance with Section 012300 - Alternates.

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

3. ALLOWANCES: In accordance with Section 012100 – Allowances, include the following allowances in the Base Bid.

A. Allowance No. 1 – Appliances	\$ 15,050.00
B. Allowance No. 2 – Audio Visual Equipment	\$ 9,250.00
C. Allowance No. 3 – Contingency Allowance	\$ 250,000.00

Total Allowance in Base Bid \$ 274,300.00

4. UNIT PRICE SCHEDULE: In accordance with Section 012200 – Unit Prices.

- A. Unit Price No. 1 – Ball Valve @

\_\_\_\_\_ /Each. Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

- B. Unit Price No. 2 – Duplex Receptacle @

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

- C. Unit Price No. 3 – Data Outlet @

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

D. Unit Price No. 4 – Exit Sign

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

E. Unit Price No. 5 – Fire Alarm Horn or Strobe/Speaker Unit @

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

F. Unit Price No. 6 – Fire Alarm Pull Station

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

G. Unit Price No. 7 – Occupancy Sensor

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

H. Unit Price No. 8 – Dimmer Switch

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

I. Unit Price No. 9 – Video Outlet

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

J. Unit Price No. 10 – Security Camera (interior)

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

K. Unit Price No. 11 – Security Camera (exterior)

\_\_\_\_\_ Each Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

L. Unit Price No. 12 – Unsuitable Material Excavation (Beginning at 6-Inches Below Design Footing Sub-grade)

\_\_\_\_\_ /Cu. Yd. Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

M. Unit Price No. 13 – Lean (2500 PSI) Concrete Fill

\_\_\_\_\_ /Cu. Yd. Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

N. Unit Price No. 14 – Compacted CR6 Crushed Stone

\_\_\_\_\_ /Cu. Yd. Dollars (\$) \_\_\_\_\_  
(Written) (Figures)

5. SUBCONTRACTORS

A. All Bidders shall submit their list of subcontractors within forty-eight (48) hours of Bid submission to the Washington County Purchasing Department. No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative (SEE ATTACHMENT "A"):

B. Subcontractors Bond:

1. The Owner retains the right to request a subcontractor to submit a performance and payment bond in the amount of his Contract to the General Contractor.
2. The Owner shall reimburse the subcontractor in the amount of the direct cost of the bond without subcontractor or General Contractor markup for overhead, profit or any other associated cost.

6. CONTRACTOR'S STATE OF MARYLAND REGISTRATION NUMBER.

Construction Firm License No.	Date Issued	Place of Issuance
Federal Employer Identification No. (or Social Security No. if no F.E.I.N.)		

It is understood that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date and that if the undersigned be notified of acceptance of this proposal within this time period, the firm shall complete the total work within 450 calendar days from the date of "Notice to Proceed" for construction has been issued. If this work is not completed within the time period specified, the Contractor will be liable for Liquidated Damages of \$500.00 per calendar day.

7. PRIME PARTICIPATION RATE: The Prime Contractor (Prime) shall participate in a minimum of fifteen percent (15%) of the Project

- a. The Participation Rate is determined by dividing the Prime's Work Value by the Base Bid Work Value.
- b. The Prime's Work Value shall include only labor performed by the Prime's employee(s) and material(s) purchased directly by the Prime for completion of work performed by the Prime's employee(s).
- c. The Prime's Work Value shall not include portions of the Bid to be executed by Sub-Contractors.
- d. The Prime's Work Value shall not include Bonds, Insurance, Overhead, Supervision, or Mobilization.
- e. The Base Bid Work Value shall not include Bonds, Insurance, Overhead, Supervision, or Mobilization.
- f. The Base Bid Work Value shall not include alternates or deducts.

- g. The following shall result in a Prime Participation Rate equal to or greater than fifteen percent (15% or 0.15).

Please insert typewritten values upon the lines below:

$$\frac{\text{(Prime's Work Value)}}{\text{(Base Bid Work Value)}} \text{ divided by } (\div) \text{ equals } (=) \frac{\text{percent } (\%) }{\text{(Prime Participation Rate)}}$$

8. AFFIRMATION REGARDING COLLUSION:

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

b. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

9. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Bid Security Bonds shall be submitted with each proposal in the amount of five (5%) percent of the total of the Base Bid and requested alternates.

Bid Bonds, except those of three (3) low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within **ninety (90)** calendar days after the bid opening, then any bond may be returned upon



demand of the bidder.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal. All alternates and unit prices called for in the Contract Documents must be submitted herewith.

### INDIVIDUAL PRINCIPAL

In Presence of Witness:

FIRM NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

### CO-PARTNERSHIP PRINCIPAL

In Presence of Witness:

\_\_\_\_\_  
(Name of Corporation)

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

as to BY \_\_\_\_\_

as to BY \_\_\_\_\_

### CORPORATE PRINCIPAL

\_\_\_\_\_  
(Name of Corporation)

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
(Corporate Secretary)

BY \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

The bidder represents, and it is a condition precedent to acceptance of this bid, that the bidder has not been a part to any agreement to bid a fixed or uniform price.

WITNESS:

\_\_\_\_\_  
(SEAL)

SUBSCRIBED AND SWORN TO Before me, a Notary Public of the State of \_\_\_\_\_  
County or City of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

For Information Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise (Please check below.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

***Forms to be Completed and submitted with the Bid:***

- 1. Bid Bond)***
- 2. Contractor Qualification Statement (00 45 00)***
- 3. Standard Form of Proposal (00 50 00)***
- 4. Attachment "A" (Subcontractors list shall be submitted within forty-eight (48) hours of Bid submission)***

## ATTACHMENT "A"

**SUBCONTRACTORS: All Bidders shall submit their list of subcontractors within forty-eight (48) hours of the Bid submission date to the Washington County Purchasing Department.** No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative:

- a. Excavation: \_\_\_\_\_
- b. Site Utilities: \_\_\_\_\_
- c. Concrete Building): \_\_\_\_\_
- d. Concrete (Site): \_\_\_\_\_
- e. Masonry: \_\_\_\_\_
- f. Roofing: \_\_\_\_\_
- g. Painting: \_\_\_\_\_
- h. Plumbing: \_\_\_\_\_
- i. Mechanical: \_\_\_\_\_
- j. Mechanical Control Systems: \_\_\_\_\_
- k. Electrical: \_\_\_\_\_
- l. Data and Telecom Systems (AMP Certified): \_\_\_\_\_
- m. Fire Alarm: \_\_\_\_\_
- n. Casework/Millwork: \_\_\_\_\_
- o. Floor and Wall Tile: \_\_\_\_\_
- p. Curtain Wall/Storefront: \_\_\_\_\_
- q. Gypsum Board/Interior Partitions: \_\_\_\_\_
- r. Acoustical Ceiling: \_\_\_\_\_
- s. Sprinkler: \_\_\_\_\_
- t. Carpentry: \_\_\_\_\_
- u. Insulation: \_\_\_\_\_

- v. Steel Wall Framing: \_\_\_\_\_
- w. Fire Stopping: \_\_\_\_\_
- x. Audio Visual: \_\_\_\_\_
- y. Card Readers/Access Control: \_\_\_\_\_
- z. Carpet: \_\_\_\_\_
- aa. Aluminum/Steel Railing Systems: \_\_\_\_\_
- bb. Structural Steel: \_\_\_\_\_
- cc. Asphalt: \_\_\_\_\_
- dd. Landscaping: \_\_\_\_\_
- ee. Security System: \_\_\_\_\_
- ff. Hearing Loop: \_\_\_\_\_
- gg. Siding: \_\_\_\_\_

INTENTIONALLY LEFT BLANK

**SECTION 00 60 00**

**SPECIAL PROVISIONS**

(This SECTION must be Executed by the Successful Bidder)

**Contract No.: MS-TC-276-28, (PUR-1401)**

(This Document must be Executed by the Successful Bidder)

**CONTRACT AGREEMENT BY AND BETWEEN THE**

**BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND**

**AND**

---

THIS CONTRACT AGREEMENT (hereinafter the “Contract”), is made this \_\_\_\_ day of \_\_\_\_, 2020, by and between \_\_\_\_, (hereinafter the “Contractor”) and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a subdivision of the State of Maryland, (hereinafter the “County”).

**RECITALS**

This contract is for the construction of **Contract No. MS-TC-276-28, (PUR-1401), Washington County Public Safety Training Center, Sharpsburg, Maryland**, as shown in the drawings identified in the same manner, with a final approval date of December 18, 2019, on file with the Washington County Division of Engineering, 80 West Baltimore Street, Hagerstown, Maryland, subject to all the conditions, covenants, stipulations, terms and provisions contained in the Specifications, the Specifications being in all respects incorporated herein by reference and made a part hereof as if attached or entirely stated herein, has recently been awarded to the Contractor by the County, at and for a sum equal to the prices and rates respectively named therefore in the bid.

One of the conditions of said award is that a formal contract should be executed by and between the Contractor and the County evidencing the terms of said award.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. The “Contract Documents”, except for modifications issued after the execution of this Contract, are enumerated as follows and are incorporated herein by reference and made a part hereof as if attached or entirely stated herein:

**The executed Contract Agreement between the County and the Contractor, Bid Documents consisting of:**

The Following Specifications:

Specifications:

*Special Provisions*

**PUR-1401**

**Public Safety Training Center**

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*Division 0 – Conditions of the Contract*  
*Division 1 – General Requirements*  
*Division 2 – Existing Conditions*  
*Division 3 – Concrete*  
*Division 4 – Masonry*  
*Division 5 – Metals*  
*Division 6 – Wood, Plastics and Composites*  
*Division 7– Thermal and Moisture Protection*  
*Division 8 – Openings*  
*Division 9 – Finishes*  
*Division 10 – Specialties*  
*Division 11 – Equipment*  
*Division 12 – Furnishings*  
*Division 21 – Fire Suppression*  
*Division 22 – Plumbing*  
*Division 23 – Heating Ventilating and Air Conditioning*  
*Division 26 – Electrical*  
*Division 27 -- Communications*  
*Division 28 – Electronic Safety and Security*  
*Division 31 – Earth Work*  
*Division 32 – Exterior Improvements*  
*Division 33 -- Utilities*  
*Appendix*

*Report of Geotechnical Exploration*

*The Completed Project Bid Form:*

*Standard Form of Proposal*  
*Bid Bond*  
*Attachment “A” (Subcontractors)*

*Labor and Material Payment Bond*  
*Performance Bond*  
*Certificate of Insurance provided by Contractor*

*The following Drawings:*

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CS-2	GENERAL INFORMATION

**CIVIL**

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C.1.00	OVERALL SITE PLAN

*Special Provisions*

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C.1.03	DETAILED SITE PLAN
C.1.04	DETAILED SITE PLAN
C.1.07	UTILITY PLAN
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C.3.00	OVERALL EROSION AND SEDIMENT CONTROL PLAN
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**SPECIAL PROVISIONS**

**CONTRACT NO. MS-TC-276-28  
(PUR-1401)**

The following Addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_  
No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_; No. \_\_\_\_\_ Date \_\_\_\_\_

2. The date of commencement and substantial completion of the project contemplated herein shall be as set forth in the Invitation to Bidders and stipulated by the Notice to Proceed or an authorized extension thereof.

3. The Contractor shall complete **Contract No. MS-TC-276-28, (PUR-1401) Washington County Public Safety Training Center, Sharpsburg, Maryland** in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the aforementioned Specifications, which in all respects are incorporated herein by reference and made a part hereof, and as shown on the aforementioned drawings, at and for a sum equal to the prices and rates respectively named therefore in the Standard Form of Proposal attached hereto, and shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of said award.

4. The County shall comply with and perform each and every obligation imposed upon it by the said Specifications or by the terms of the said award.

5. The County shall pay the Contractor for the Contractor's performance of the Contract the sum of \_\_\_\_\_ (**\$** \_\_\_\_\_) hereinafter (The "Contract Sum"), based on the lowest Total Base Bid or lowest Total Base Bid plus the Alternates (The County reserves the right to include, exclude or choose any combination of the Alternates) when due and payable under the terms of the said Specifications and the terms of said award and shall be subject to additions and deductions as provided for in the Contract Documents.

6. Progress payments shall be made on account of the Contract Sum to the Contractor as set forth in the Contract Documents.

7. The Contractor hereby certifies that it is a corporation in good standing and is authorized and registered to do business in the State of Maryland with the Maryland State Department of Assessments and Taxation.

8. The Contractor hereby certifies that it has read and understood the provisions of the Washington County Purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is no current conflict of interest and that the Contractor shall refrain from any such conflict of interest for the duration of this Contract.

9. This Contract was made and entered into in the State of Maryland and shall be governed and construed in accordance with the laws of the State of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and specialty.

*Special Provisions*

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**Public Safety Training Center**

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10. The Recitals are incorporated in this Contract as substantive provisions.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract under their respective seals under the day and year first written above.

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_ (SEAL)  
Officer of Corporation

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND

\_\_\_\_\_  
Krista L. Hart, County Clerk

By: \_\_\_\_\_ (SEAL)  
Jeffrey A. Cline, President

Approved for Execution:

\_\_\_\_\_  
Scott Hobbs, P.E., Director  
Division of Engineering

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney

*Special Provisions*

**PUR-1401**

**Public Safety Training Center**

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## **LABOR AND MATERIAL PAYMENT BOND**

(This Document must be Executed by the Successful Bidder)

Board of County Commissioners of Washington County, Maryland

Bond No.: \_\_\_\_\_ Bond Date: \_\_\_\_\_ Contract No.: MS-TC-276-28  
(PUR-1401)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

---

(Here insert full name and address or legal title of Contractor, including zip code)

hereinafter called the “**Principal**” and

---

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of **Maryland**, and authorized to transact business in the State of Maryland, hereinafter called the “**Surety**”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic, hereinafter called the “**County**”, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for **Contract No. MS-TC-276-28, (PUR-1401), Construction of a new facility for the Washington County Public Safety Training Center, Sharpsburg, Maryland.**

The contract referenced above and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “**Contract**”.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

*Special Provisions*

**PUR-1401**

**Public Safety Training Center**

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1. A **Claimant** is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement Article, §17-101, *et seq.*, as from time to time amended.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid State Finance and Procurement Article, §17-101, *et seq.*, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESS:**

\_\_\_\_\_  
(Typed Name of Principal)

\_\_\_\_\_  
(Signed Name of Principal)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of Contact)

**WITNESS:**

\_\_\_\_\_  
(Typed Name of Surety)

\_\_\_\_\_  
(Signed Name of Surety)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of local agent)

**PERFORMANCE BOND**

(This Document must be Executed by the Successful Bidder)

**Board of County Commissioners of Washington County, Maryland**

Bond No.: \_\_\_\_\_ Bond Date: \_\_\_\_\_ Contract No.: **MS-TC-276-28**  
**(PUR-1401)**

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_  
(Here insert full name and address or legal title of Contractor, including zip code)

a corporation of the State of **Maryland** and authorized to do business in the State of Maryland,  
hereinafter called the “**Principal**” and

\_\_\_\_\_  
(Here insert full name and address or legal title of Surety, including zip code)

hereinafter called the “**Surety**”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the “**County**”, Sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for **Contract No. MS-TC-276-28, (PUR-1401), Construction of a new facility for the Washington County Public Safety Training Center, Sharpsburg, Maryland.**

The contract referenced above and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “**Contract**”.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract,

the Surety may, within fifteen (15) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, in four counterparts each of which shall without proof of accounting for the other counterparts be deemed an original hereof.

**WITNESS:**

\_\_\_\_\_  
(Typed Name of Principal)

\_\_\_\_\_  
(Signed Name of Principal)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of Contact)

**WITNESS:**

\_\_\_\_\_  
(Typed Name of Surety)

\_\_\_\_\_  
(Signed Name of Surety)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of local agent)

**END OF DOCUMENT**

**SECTION 00 70 00**

**GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION A201 - 2007**

# **AIA® Document A201® – 2007**

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

### **THE OWNER:**

*(Name, legal status and address)*

Board of County Commissioners of Washington County, Maryland  
Washington County Administration Complex  
100 West Washington Street, Suite 1101  
Hagerstown, MD 21740

### **THE ARCHITECT:**

*(Name, legal status and address)*

Crabtree, Rohrbaugh & Associates  
401 East Winding Hill Road  
Mechanicsburg, PA 17055

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### **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.



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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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



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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

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

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

## **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

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

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

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

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

## **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

## **§ 3.4 LABOR AND MATERIALS**

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

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

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

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

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

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

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 SUPERINTENDENT**

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

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

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a



party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

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

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

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.



However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

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

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

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

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

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

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

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

## § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 MUTUAL RESPONSIBILITY**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

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

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

### **§ 7.2 CHANGE ORDERS**

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

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

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

## **§ 7.4 MINOR CHANGES IN THE WORK**

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

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

## **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

## **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

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

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

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

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

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

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

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

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

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

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

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

## **§ 9.7 FAILURE OF PAYMENT**

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

## **§ 9.8 SUBSTANTIAL COMPLETION**

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

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



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

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

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

## **§ 9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

**§ 10.3 HAZARDOUS MATERIALS**

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

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

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

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

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

## **§ 11.3 PROPERTY INSURANCE**

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

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

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

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

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

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

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

## **§ 11.3.3 LOSS OF USE INSURANCE**

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

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

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

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

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

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§ 13.1 GOVERNING LAW**

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

#### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

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

#### **§ 13.3 WRITTEN NOTICE**

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

#### **§ 13.4 RIGHTS AND REMEDIES**

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

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

#### **§ 13.5 TESTS AND INSPECTIONS**

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

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



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

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

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

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

#### § 13.6 INTEREST

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

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

### **§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

## **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

## **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

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

#### **§ 15.1.2 NOTICE OF CLAIMS**

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

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

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

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

### **§ 15.2 INITIAL DECISION**

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

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

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

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

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

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

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

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

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

### **§ 15.3 MEDIATION**

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

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

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

#### § 15.4 ARBITRATION

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

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

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

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

#### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

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**SECTION 00 80 00**

**SUPPLEMENTAL CONDITIONS TO THE  
A201-2007 GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

*Supplemental Conditions*

**PUR-1401**

**Public Safety Training Center**

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## **SUPPLEMENTARY GENERAL CONDITIONS**

The "Supplementary General Conditions" contains changes and additions to the "General Conditions of the Contract for Construction". Where any part of the General Conditions is modified as bound by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

### **TABLE OF ARTICLES**

Articles in General Conditions of the Contract for Construction:

Articles 1 through 15 (See AIA Document A201-2007).

Article(s) - Amended in Supplementary General Conditions:

- |           |  |
|-----------|--|
| <b>1</b>  | <b>General Provisions</b>                        |
| <b>2</b>  | <b>Owner</b>                                     |
| <b>3</b>  | <b>Contractor</b>                                |
| <b>4</b>  | <b>Architect</b>                                 |
| <b>7</b>  | <b>Changes in the Work</b>                       |
| <b>8</b>  | <b>Time</b>                                      |
| <b>9</b>  | <b>Payments and Completion</b>                   |
| <b>10</b> | <b>Protection of Persons and Property</b>        |
| <b>11</b> | <b>Insurance and Bonds</b>                       |
| <b>13</b> | <b>Miscellaneous Provisions</b>                  |
| <b>14</b> | <b>Termination or Suspension of the Contract</b> |
| <b>15</b> | <b>Claims and Disputes</b>                       |



## **Amendment to Article 1 of General Conditions – GENERAL PROVISIONS:**

### **Revisions to Article 1:**

**§1.1.1** Delete paragraph §1.1.1. in its entirety and substitute the following:

**§1.1.1.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Standard Form of Proposal, Pre-Bid Meeting Minutes (when incorporated by reference through Addenda), Conditions of the Contract (General, supplementary, Special and other Conditions), drawings, Specifications, Addenda issued prior to execution of the Contract, other documentations listed in the Agreement to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

**§1.5.1.** Delete all of Paragraph §1.5.1 in its entirety and substitute the following:

**§1.5.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultant are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Owner, the Architect or the Architect's consultants, and the Owner shall retain ownership of all documents. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractors, Sub-subcontractors or material or equipment supplier on other projects.

### **Additions to Article 1:**

#### **§1.1.9. STANDARD FORM OF PROPOSAL:**

Any reference in the Contract Documents to the "Bid Form" shall be interpreted to mean the "Standard Form of Proposal".

#### **§1.1.10. COMPLETED IN EVERY RESPECT:**

1. After the Contractor notifies the Architect in writing that work is ready for final inspection, and:
2. A "punch list" of deficiencies is prepared by the Architect and Owner at the time of the final inspection, and:

3. Items on the "punch list" have been corrected by the Contractor and their correction verified by the Architect, and:
4. The Architect issues a Certificate of Final Completion.

**§1.1.11. Additional Definitions:**

“Provide” means to furnish and install.

“Exposed” means showing in any or all parts at completion of the work under this Contract.

“Where shown” means as-shown or where indicated referring to the drawings, details, shop drawings and schedules.

“Approved” means approved, selected, directed and/or authorized by the Architect unless otherwise specified.

“Excludes”, under the headings of SCOPE; means from this section only.

**§1.2.4. CONVENIENCE OF REFERENCE**

For convenience of reference and to facilitate letter of subcontractors, specifications are separated into titled sections. Such separation, however, shall not make the Architect an arbiter to establish limits to the contracts between the Contractor and Subcontractors. The Contractor only shall be recognized as a part of this Contract and it shall be his responsibility to turn over to the Owner a project complete in all respects and in accordance with the Contract Documents. Unless a provision within a specification section provides alternatives, the specifications are written in the form of a directive to the Contractors, using imperative statements. For brevity and to avoid repetition, such phrases as "The Contractor shall" are intentionally omitted; omitting words or phrases shall be supplied in inference.

**§1.2.5. RESOLVING CONFLICTS AND INCONSISTENCIES AMONG THE CONTRACT DOCUMENTS**

The Contract Documents shall be interpreted as a whole. It shall be assumed that every provision was intended to have some effect; however, it may be necessary to prefer one provision over another. Where one clause deals generally with a problem and another deal more specifically with the same problem, the specific takes precedence over the general. Operative clauses take precedence over “whereas” clauses that seek to give the background of the issue. Inconsistencies between printed, typed and handwritten provisions, handwritten provisions will be preferred over typed and typed preferred to printed. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. Specification includes the furnishing of all material, labor equipment, plant, tools, services and appliances and performing all operations in connection with the fabrication and installation of items, complete, as shown on the drawings and/or specified, subject to the General Conditions and Supplementary Conditions (if any) and terms of the Contract. Where Supplementary General or Special Conditions conflict with General Conditions, the former shall govern. In the event of conflict or inconsistency within the drawings, within the specifications, or between drawings and specifications, Architect's decision as to intent of the Contract Documents shall be final.

**§1.4.2. INCONSISTENCIES FOUND DURING THE BIDDING PHASE**

Conflicts and inconsistency found during the bidding phase shall be called to the Owner’s attention

immediately. A correction or clarification will be made by Addendum.

#### **§1.4.3. DIMENSIONING AND SCALE**

Adhere to dimensions though differing from scale measurements; in the absence of dimensions or in case of doubt as to the proper measurements, consult Architect. Detailed drawings take precedence over those of small scale and specifications take precedence over drawings.

#### **Amendment to Article 2 of General Conditions - OWNER:**

##### **Revisions to Article 2:**

**§2.1.1.** Delete Paragraph §2.1.1. in its entirety and substitute the following:

**§2.1.1** The Owner is the Board of County Commissioners of Washington County, MD and is referred to throughout the Contract Documents as if singular in number. The Director of the Division of Engineering for Washington County is the Owner's authorized representative with respect to all matters requiring the Owner's approval or authorization. The Director shall designate a Project Manager who will interact on a daily basis with the Contractor and Architect to facilitate completion of the project. The Architect's authority is provided in Subparagraph 4.2.1. The term "Owner" means the Owner or the Owner's authorized representative.

**§2.1.2.** Delete Paragraph §2.1.2 in its entirety.

**§2.2.2.** Delete Paragraph §2.2.2 in its entirety and substitute the following:

**§2.2.2.** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under section 3.7.1., the Owner shall secure and pay for necessary approvals, easements, assessment and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Any permits, fees, approvals, easements, assessments and/or charges required for construction associated with the Contractors means and methods shall be the responsibility of the Contractor.

**§2.2.3.** Delete Paragraph §2.2.3 in its entirety and substitute the following:

**§2.2.3.** The Owner may furnish surveys describing the 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 the information when specific dimensions, elevations and physical locations are stipulated in the contract documents, but shall exercise proper precautions relating to the safe performance of the work. It shall be the express responsibility of the Contractor to contact Miss-Utility to mark the location of utilities and exercise extreme care while excavating as to prevent contact with any underground utility system. Information and data furnished from subsurface soil investigations are furnished for the Contractor's information and the Owner does not represent or warrant that this available information is either accurate or complete. Subsurface information is to be expressly understood that the Architect, Owner, Soils Engineer (Geotechnical Engineer), will not be responsible for any interpretation or conclusion drawn there from. The

Contractor shall excavate to the grades, slopes, lines, and levels indicated irrespective of the materials encountered with no increase in the contract cost, unless stipulated otherwise elsewhere in the contract documents. The Contractor shall be responsible for verifying or supplementing the subsurface data to the extent that he considers necessary.

**§2.2.5.** Delete Paragraph §2.2.5 in its entirety and substitute the following:

**§2.2.5** The Owner will provide, free of charge, one (1) complete set of plans and specifications and an electronic copy in PDF to the Contractor for execution of the Work.

### **Amendment to Article 3 of General Conditions - CONTRACTOR**

#### **Revisions to Article 3:**

**§3.4.3.** Delete Paragraph §3.4.3. in its entirety and substitute the following:

**§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 Owner may require removal of anyone from the site who is deemed disruptive behaving in an inappropriate manner. The Contractor shall not permit employment of unfit persons or persons not properly skilled in assigned tasks to them or illegal aliens meeting the federal government definition, as such.

**§3.9.2.** Revise Paragraph §3.9.2. in its entirety and substitute the following:

**§3.9.2.** Within (10) calendar days following Award of the Contract, the Contractor shall furnish to the Owner a detailed resume of the proposed Superintendent for the project. The Owner may make such investigations as he deems necessary to determine the qualifications of the proposed Superintendent to perform his duties, and the Contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject the Superintendent if the evidence submitted by or investigation of, the Contractor fails to satisfy the Owner that the Superintendent is qualified to perform his duties.

#### **Additions to Article 3:**

**§3.4.4.** The Contractor shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Contractor may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Contractor shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.

**§3.4.5.** Failure by the Contractor or his/her Sub-Contractors to comply with the provisions of above paragraph (a) will be grounds for termination of the Contract.

**§3.8.3.2.** The Contractor shall allow reasonable time for the Owner to make such selections.

**§3.9.3.** If the Superintendent does not perform his duties to the Owner's satisfaction, the Owner may order him removed and the Contractor shall comply therewith. The Owner under this provision will allow no claim for actions.

**§3.10.3. SCHEDULE MEETINGS**

The Contractor shall meet with the Owner and the Architect (unless the architect's absence is excused by the Owner) at least monthly to discuss in detail the Contractor's updating of the schedule, the necessity for revisions or corrections in the schedule or updates, and all other issues or matters relating to the scheduling of the project and the Contractor's obligation under the project respecting scheduling. This meeting shall be in addition to the progress meetings required elsewhere in the Contract Documents.

**Amendment to Article 4 of General Conditions: ARCHITECT**

**Revisions to Article 4:**

**§4.2.1.** Delete all of Paragraph §4.2.1 in its entirety.

**Amendment to Article 7 of General Conditions: CHANGES IN THE WORK:**

**Revisions to Article 7:**

**§7.3.10.** Delete Paragraph §7.3.10. in its entirety and substitute the following:

**§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 Project Manager will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

1. A written request for a change in the work may be made by Owner, the Architect, or the Contractor, but only the Owner shall authorize and approve the change.
2. The change will be issued in the form of a written "Change Order Form", signed by the Owner and the Contractor, which authorizes the change in the work, indicates the mutually agreed upon price which shall be added or deducted from the contract price, and the extent to which the contract time shall be increased or decreased.
3. The Contractor shall furnish in duplicate to the Owner and the Architect a fully itemized breakdown of the quantities and prices used in computing the value of any change that might be requested. All written requests for a change in the work and/or time extensions must include the full explanation and justification for the change

regardless of its nature.

4. For all work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's itemized proposal, which shall contain original signature by an authorized representative of the subcontracting firm. If requested by the Owner or Architect, proposals from suppliers or other supporting data to substantiate the Contractor's or the subcontractor's cost shall be furnished.
5. All proposals and breakdowns shall be submitted promptly.
6. When changes, alterations, deductions or additions are so ordered, the value of such work will be determined in the following ways:

- A. When unit prices are stated in the Contract or have been subsequently agreed upon, by application of these unit prices.
- B. A lump sum price agreed to by both the Owner and the Contractor.
- C. If job conditions or the extent of the change prohibit the use of either 6-A or 6-B a price arrived at by performing the work on a cost plus not to exceed basis.
- D. If a change involves merely a credit, the Contract price will be reduced by the amount it would have cost the Contractor if the omitted item or work had not been eliminated; including overhead and profit. However, the Contractor and the subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling.
- E. If a change involves both an extra and a credit, both sums shall be shown and the two sums balanced to determine the adjusted total cost or credit. No allowance to the Contractor shall be made or allowed for loss of anticipated profits on account of any changes in the work.
- F. Unless otherwise specified, the allowable mark-up for combined overhead and profit for work performed by the Contractor with his own forces will be based on the monetary value of the work in accordance with the following schedule:

Value of the Work	Combined Overhead and Profit
\$0 to \$1,000	25%
\$1,001 to \$5,000	20%
\$5,001 to \$10,000	17%
\$10,001 to \$25,000	15%
Over \$25,000	Negotiated but not to exceed 15%

- G. For work performed by a subcontractor with his own organization the percentages for combined overhead and profit will be as outlined in 6-F. On work partly or solely performed by a subcontractor, the Contractor will be allowed six percent (6%) of the total cost of the subcontractor's labor, materials, overhead, net profit only, + 1 1/2% for bond/insurance.

**Additions to Article 7:**

**§7.3.11.** When the Contractor and the Owner fail to agree upon a lump sum price or method as outlined in §7.3.10.6., above, the Owner shall have the right to issue a Construction Change Directive for the work to be accomplished on a time and material basis. A correct account shall be kept by the contractor and approved by the Owner and/or the Architect of the actual cost of all labor and materials as directed by the Owner and/or the Architect. To these costs shall be added percentage allowances for overhead and profit as stated in Paragraph F, above. Receipted invoices shall be submitted to the Owner to validate the cost of all shop fabricated material and all other materials supplied. Certified payrolls shall be submitted for labor costs.

**§7.3.12.** On all work as defined in Article 12, no Contractor will be allowed any expenses, overhead or profit for employment of another subcontractor to perform work for him.

**§7.3.13.** Further on work covered by Change Order the Contractor will be reimbursed for his expenditures for Workmen's Compensation insurance, Social Security Taxes and Unemployment compensation covering men actually engaged upon the work and the actual increased cost of bond. These without any percentage added.

**§7.3.14.** The cost of foremen and superintendents may be added only when the Change Order makes necessary the hiring or additional supervisory personnel or makes their employment for time additional to that required by the basic Contract.

**§7.3.15.** If the Contractor and the Owner cannot agree as to the extent that the contract time shall be increased for extra work or the extent the contract time shall be reduced for work omitted by the Owner, the increase or decrease, as the case may be, shall be in the same proportion of the original Contract as the cost of the additional work; including overhead and profit or the amount of the omitted work; including overhead.

**§7.3.16.** No order for change at any time or place shall in any manner or to any extent relieve the Contractor of any of his obligations under the Contract.

**§7.3.17.** The Architect with the concurrence from the Owner shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the building. Otherwise, except in any emergency endangering life or property, no extra work or change shall be made unless a written order from the Owner and/or the Architect has been received by the Contractor. No claim for addition to the contract sum or time of completion shall be valid unless so ordered.

#### **Amendment to Article 8 of General Conditions: TIME:**

#### **Revisions to Article 8**

**§8.3.** Delete Article §8.3 Delays and Extension of Time, in its entirety and substitute the following:

#### **§8.3. DELAYS AND EXTENSION OF TIME**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are essential conditions of this Contract. It is intended that the work shall commence within ten (10) calendar days immediately after the date of Notice to Proceed and that the entire work shall be substantially complete in every respect so that the Owner may occupy the work or designated portion thereof for the use for which it is intended.

**§8.3.2.** If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner liquidated damages as stipulated in the Contract Documents, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

**§8.3.3.** It is further agreed that where under the Contract, additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract; provided, that the Contractor shall not be charged with liquidated damages when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extensions are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages when the delay in completion of the work is due.

1. To any preference, priority or allocation order duly issued by the Government.
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by delay authorized by the Owner pending determination, or by any other cause which the Architect (with the Owner's approval) determines may justify the delay.

**§8.3.4.** Requests for extensions of completion time will be reviewed by the Owner, after written application is made for a time extension to the Architect. Any request for an extension of time is to be made immediately upon occurrence of conditions which in the opinion of the detailed proof given for all delays beyond the Contractor's control, these to be made in writing to the Architect. No time extension will be allowed except after written concurrence of the Architect and formal approval thereof by Owner.

#### **§8.3.5. WEATHER**

**§8.3.5.1.** Definition of rain and drying days:

1. Rainfall sufficient to result in a workday being potentially lost due to rain (rain day) shall be defined as liquid precipitation greater than 0.10 inch, measured in



- general vicinity to the jobsite as determined by the Architect.
2. It shall be considered normal for the workday immediately following a rain day of precipitation greater than 1.00 inch to potentially be lost due to wet ground conditions (drying day). The Owner may allow additional drying days if deemed reasonable, in its discretion. It shall be the Contractor's obligation to provide sufficient justification and supporting documentation to the Owner for review and approval for designation of a rain day or drying day.

#### **§8.3.5.2. UNUSUALLY SEVERE WEATHER**

##### **§8.3.5.2.1. RAIN**

To qualify as unusually severe weather due to rain, the number of actual weekdays lost due to rain and drying days must be greater than that calculated for the month in question using the following procedure.

1. Using the last ten (10) years of weather data for the project location from the National Oceanic and Atmospheric Administration (NOAA) or the Greg Keefer Local Weather Observer website (<http://i4weather.net/>) or similar source acceptable to the Owner, Contractor shall compute the average number of weekdays lost due to rain days and drying days for the month in question and the standard deviation from the average.
2. Contractor shall then add the average number of weekdays lost to the standard deviation. The sum (the average plus the standard deviation) shall be considered normal for the month in question.
3. Actual weather impact shall be calculated by first determining the actual lost rain weekdays during each month in question. If any of the following conditions existed on a given weekday, the day will be deducted from the total actual rain days for the month to determine the net number of weekdays lost due to rain:
  - A. Rainfall occurred on a non-work weekday such as a holiday;
  - B. Rainfall occurred at a time when no weather-dependant work was in Progress or occurred during planned or unplanned shutdowns due to other (non-weather) circumstances such as equipment failure, strikes, delays, etc.; or
  - C. Contractor was still working or able to work on all weather dependant activities to the extent that production was or could have been within actual normal levels established on the project (average plus or minus the standard deviation).

##### **§8.3.5.2.2. TIME EXTENSIONS FOR RAIN**

If the net number of weekdays lost to rain is less than the normal in question (average rain days and drying days plus one standard deviation), no time adjustment will be made. If the net number of weekdays lost to rain is more than the normal number for the month in question, an excusable and non-compensable time extension will be granted. No adjustments will be made for the time between the start date stated in the Notice to Proceed and the first day of the

following month or for the last partial month.

#### **§8.3.5.3. OTHER WEATHER CONDITIONS**

Time extensions for delays due to unusual weather conditions other than rain (such as snow, extreme cold or heat, high winds, etc.) will be considered only to the extent Contractor can prove conditions were unusually severe, and they caused actual delay to the adjusted as-planned/as-built critical path. Any extension authorized by the Owner under this provision shall be excusable and non-compensable.

#### **§8.3.5.4. SCHEDULING OF ADVERSE WEATHER DAYS**

The Contractor's progress schedule must reflect all phases of the work and anticipate adverse weather delays in all weather dependant activities. The following schedule of monthly adverse weather delays based on National Oceanic Atmospheric Administration (NOAA), Local Weather Observer or similar data source acceptable to the Owner may constitute a baseline for monthly weather time evaluations:

Monthly Anticipated Adverse Weather Delays Workdays Based on 5 Day Work Week					
January 8	February 7	March 8	April 8	May 8	June 7
July 5	August 6	September 4	October 6	November 5	December 5

The above summary reflects the total average number of weekdays lost using the weather data from BWI Airport and is described as: days of rainfall greater than 0.10 inch and days considered normal weekdays that follow a rain day greater than 1.0 inch.

### **Amendment to Article 9 of General Conditions: PAYMENTS AND COMPLETION**

#### **Revisions to Article 9**

**§9.3.1.** Delete Paragraph §9.3.1 in its entirety and substitute the follows:

**§9.3.1.** At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect and itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from subcontractors and material suppliers, and shall reflect a five (5%) percent retainage on all Contractor's Applications for Payment.

**§9.3.2.** Revise Paragraph §9.3.2. in its entirety and substitute the following:

**§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 site. Requests for payment of stored materials shall not be granted prior to 90-days of scheduled use unless otherwise approved by the Owner and Architect.

### **Amendment to Article 10 of General Conditions: PROTECTION OF PERSONS AND PROPERTY**

#### **Revisions to Article 10**

**§10.2.4.** Delete Paragraph §10.2.4 in its entirety and substitute the following:

**§10.2.4.** When use or storage of explosives or other hazardous materials or equipment or usual 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. No use or storage of explosives or other hazardous materials will be permitted on the premises without prior written notification and approval from the Owner.

**§10.3.3.** Delete all of Paragraph §10.3.3 in its entirety.

### **Amendment to Article 11 of General Conditions: INSURANCE AND BONDS**

#### **Revisions to Article 11**

**§11.3.** Delete Section §11.3 PROPERTY INSURANCE in its entirety.

#### **Additions to Article 11:**

#### **§11.5. INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS**

**§11.5.1.** The Contractor shall provide the following additional insurance limits beyond the County's contractor limits, stipulated in Paragraph 11.5.2.:

1. Primary General Liability: \$2,000,000 each occurrence and \$2,000,000 aggregate.
2. Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 aggregate.
3. Automobile Liability: \$1,000,000 each occurrence and \$1,000,000 aggregate.
4. Worker's compensation: Statutory

5. Builder's Risk: Full replacement cost of the structure under construction, plus debris removal coverage and ordinance coverage for all risk perils, and cost of materials onsite that have not yet been installed.

All other provisions and requirements of the County's Insurance policy remain in effect for the Washington County INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS (below).

§11.5.2. Additional insurance requirements for independent contractors shall be consistent with the Owner's policy regarding same, as follows:

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

“The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.”

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation-	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain, at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date:	August 27, 1991
Effective Date:	August 27, 1991
Revision Date:	March 4, 1997
Effective Date:	March 4, 1997

## **Amendment to Article 13 of General Conditions: MISCELLANEOUS PROVISIONS**

### **Revisions to Article 13:**

§13.2.2. Delete all of Paragraph §13.2.2 in its entirety.

## **Amendment to Article 14 of General Conditions: TERMINATION OR SUSPENSION OF THE CONTRACT**

§14.1. Delete all of Section §14.1 in its entirety.

## **Amendments to Article 15 of General Conditions: CLAIMS AND DISPUTES**

### **Revisions to Article 15:**

### **Additions to Article 15:**

#### **§15.1.7. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

The Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty-one (21) calendar days after the first observance of any one of the following conditions:

1. Concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents;
2. Should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents be encountered;
3. Should unknown physical conditions below the surface of the ground or should concealed or unknown structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, be encountered.

In addition to the above, the Contractor shall not disturb or alter the differing site conditions before giving proper notification to the Owner's Representative and the Architect opportunity for inspection.

#### **§15.1.8. CLAIMS ALLEGING DESIGN ERROR OR OMISSION**

Claims, including those alleging an error or omission by the Architect shall be referred initially to the Architect for recommendation to the Owner. An initial decision by the Architect shall be required as a condition precedent to mediation or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless (30) calendar days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect.

## **END OF SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS OF**

## **THE CONTRACT FOR CONSTRUCTION.**



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M0.0	MECHANICAL INFORMATION SHEET
M1.0	FIRST FLOOR PLAN – UNIT A – MECHANICAL DUCTWORK
M1.1	FIRST FLOOR PLAN – UNIT B – MECHANICAL DUCTWORK
M1.2	FIRST FLOOR PLAN – UNIT C – MECHANICAL DUCTWORK
M2.0	FIRST FLOOR PLAN – UNIT A – MECHANICAL PIPING
M2.1	FIRST FLOOR PLAN – UNIT B – MECHANICAL PIPING
M2.2	FIRST FLOOR PLAN – UNIT C – MECHANICAL PIPING
M3.0	ROOF PLAN – MECHANICAL
M4.0	MECHANICAL DETAILS
M5.0	MECHANICAL SCHEDULES

## **PLUMBING**

P0.0	PLUMBING INFORMATION SHEET
P1.0	FIRST FLOOR PLAN – UNIT A – DOMESTIC WATER
P1.1	FIRST FLOOR PLAN – UNIT B – DOMESTIC WATER
P2.0	FIRST FLOOR PLAN – UNIT A – SANITARY
P2.1	FIRST FLOOR PLAN – UNIT B – SANITARY

P4.0	PLUMBING DETAILS
P4.1	PLUMBING ISOMETRICS – SANITARY
P5.0	PLUMBING SCHEDULES

## **FIRE PROTECTION**

FP0.0	FIRE PROTECTION INFORMATION SHEET
FP1.0	FIRST FLOOR PLAN – UNIT A – FIRE PROTECTION
FP1.1	FIRST FLOOR PLAN – UNIT B – FIRE PROTECTION
FP1.2	FIRST FLOOR PLAN – UNIT C – FIRE PROTECTION

## **ELECTRICAL**

E-0.0	ELECTRICAL INFORMATION SHEET
E-0.5	SITE PLAN – ELECTRICAL
E-0.6	SITE ELECTRICAL DETAILS
E-0.7	SITE ELECTRICAL DETAILS
E-1.0	FIRST FLOOR PLAN – UNIT A – POWER
E-1.1	FIRST FLOOR PLAN – UNIT B – POWER
E-1.2	FIRST FLOOR PLAN – UNIT C – POWER
E-2.0	FIRST FLOOR PLAN – UNIT A – LIGHTING
E-2.1	FIRST FLOOR PLAN – UNIT B – LIGHTING
E-2.2	FIRST FLOOR PLAN – UNIT C – LIGHTING
E-3.0	ROOF PLAN - POWER
E-4.0	ELECTRICAL DETAILS
E-4.1	ELECTRICAL DETAILS
E-5.0	ELECTRICAL RISER & SCHEDULES
E5.1	ELECTRICAL SCHEDULES
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES

## **TELECOMMUNICATIONS**

T0.1	SYMBOLS, LEGENDS AND ABBREVIATIONS – TELECOM
T0.2	SITE PLAN - TELECOM
T1.1	PARTIAL FIRST FLOOR PLAN - AREA A - TELECOM
T1.2	PARTIAL FIRST FLOOR PLAN - AREA B - TELECOM
T1.3	PARTIAL FIRST FLOOR PLAN - AREA C – TELECOM
T3.1	RISERS - TELECOM
T4.1	DETAILS - TELECOM
T4.2	DETAILS - TELECOM
T4.3	DETAILS - TELECOM
T4.4	DETAILS - TELECOM
T4.5	DETAILS - TELECOM

## **SECURITY**

T2.1	PARTIAL FIRST FLOOR PLAN - AREA A - SECURITY
T2.2	PARTIAL FIRST FLOOR PLAN - AREA B - SECURITY
T2.3	PARTIAL FIRST FLOOR PLAN - AREA C – SECURITY

## **AUDIOVISUAL**

TA1.0	TECHNOLOGY LEGEND
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TA1.1	AUDIOVISUAL PLAN – UNIT A
TA1.2	AUDIOVISUAL PLAN – UNIT B
TA1.3	AUDIOVISUAL PLAN – UNIT C
TA1.4	AUDIOVISUAL PLAN – UNIT B DIVISIBLE ROOM
TA2.1	AUDIOVISUAL RCP – UNIT B
TA2.2	AUDIOVISUAL RCP – UNIT C
TA5.1	AUDIOVISUAL MOUNTING DETAILS
TA5.2	AUDIOVISUAL MOUNTING DETAILS
TA5.3	AUDIOVISUAL MOUNTING DETAILS
TA5.4	AUDIOVISUAL MOUNTING DETAILS
TA5.5	AUDIOVISUAL MOUNTING DETAILS
TA5.6	AUDIOVISUAL MOUNTING DETAILS
TA5.7	AUDIOVISUAL MOUNTING DETAILS
TA5.8	AUDIOVISUAL MOUNTING DETAILS
TA6.1	RACK ELEVATION
TA7.1	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.2	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.3	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.4	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.5	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.6	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.7	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.8	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.9	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.10	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.11	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.12	AUDIOVISUAL LOGICAL DIAGRAMS
TA7.13	AUDIOVISUAL LOGICAL DIAGRAM

## SECTION 011000 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Related Sections include the following:
  - 1. Division 1 Section "Temporary Facilities & Controls" for requirements for temporary utilities, support facilities, and security and protection.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of new construction of a public safety training center facility.

Generally, the new construction consists of load bearing masonry walls and structural steel, structural steel beams, steel joists and metal deck, masonry veneer, exterior metal wall panels and soffit systems, single ply TPO roofing, aluminum windows, storefront and curtain wall systems, casework and interior finishes along with the specified mechanical, electrical, plumbing and fire protection systems, fire alarm and technology (including rough-ins for A/V equipment) and security systems. A separate site package for this project was bid by Washington County and is in its final stages of construction. Site work for this project includes miscellaneous site improvements including (but not limited to) storm water management facilities, earthmoving, landscaping, asphalt paving for parking facilities, concrete walks, etc. as required for the building and to complete the overall site work for the project.

- 1. Project and Location: Proposed New Washington County Public Safety Training Center:

18350 Public Safety Place  
Hagerstown, MD 21740
- 2. Owner: Washington County Board of Commissioners  
100 West Washington Street, Room 1101  
Hagerstown, MD 21740
- 3. The Contract Documents, dated December 18, 2019 were prepared for the Project by Crabtree, Rohrbaugh & Associates – Architects, 401 E. Winding Hill Road, Mechanicsburg, PA. 17055, phone: (717) 458-0272.

#### 1.4 CONTRACTS

- A. The Project will be constructed under a single prime contract.
- B. The prime contract for the Project to include:

CONTRACT NAME	ABBREVIATION
General Construction	GC

Washington County Bid No.: **PUR-1401**  
Washington County Project No.: 28-276  
Washington County Contract No.: MS-TC-276-28  
CRA Project No.: 3089

- C. Prime Contract Work: The GC prime contract is summarized as follows:

1. **Washington County Contract No. MS-TC-276-28:** The General Construction (GC) Contract includes architectural, civil, structural, HVAC construction, plumbing and fire protection construction, electrical construction and technology (including rough-ins for A/V equipment) and security construction. This Contract also includes all administrative and coordination responsibilities required for a complete project.
2. A separate site package for this project was bid by Washington County and is currently in its final stages of construction. This project is scheduled to be completed by August 14, 2020. This Contractor shall share the site and coordinate their work with the Site Contractor for the separate site package.

The summary of work for the separate site package is as follows:

Generally, construction shall consist of installation of a new entrance road, including improvements to create a deceleration lane and increased shoulder width on the south side of the proposed entrance road. Removal and relocation of existing culvert pipes along with road repair per SHA requirements including grading changes along Sharpsburg Pike. Base asphalt layer shall be installed for roadways and parking lots under this contract. Final top coat (surface) will be provided under separate contract except for work immediately adjacent to Sharpsburg Pike which shall have the final top coat (surface) installed under this contract. Concrete curb and gutter shall be provided as indicated on the civil plans except for curb and gutter located directly adjacent to the proposed building. See Project Detail No. 1 for further clarification. Concrete curb, gutter and sidewalks directly adjacent to the proposed building will be provided under separate contract.

Grading and the removal of trees and associated roots shall be performed per the drawings and specification for the installation of all roadways, parking lots, building pads (including Alternate GC-1), utilities and all stormwater management micro-bioretenion facilities. Roof drain PVC piping shall be installed under a separate building contract. Parking lot light pole foundations and all associated underground electrical conduit required for providing power to future light poles shall be installed under this contract and shall be extended to within 5-feet of the future building foundation.



All existing foundations, retaining walls, wells, cisterns, septic tanks, piping and miscellaneous items associated with the remains of the existing structures along the north property line shall also be removed in their entirety.

Water and sewer lines shall be installed with all related appurtenances including but not limited to the water meter vault, manholes, fire hydrants and reducers. Both water and sewer lines shall be installed and inspected to within 5-feet of the proposed building foundation or as indicated on the plans. This work shall also include removal of the existing on-site water meter and all associated piping and devices back to the main as directed by the City of Hagerstown. It is understood that the contractor is responsible for providing and installing the water meter vault and for all trenching work. The City of Hagerstown is responsible for actually making the tap into the water main and for installing the water meter in the vault. The Contractor shall core drill the water meter vault as directed by the City of Hagerstown.

Underground conduits shall be installed per the drawings and specification to provide power to the building transformer, three phase load break and site signage. Underground conduits for fiber, cable and telephone lines shall also be installed and extended to within 5-feet of the proposed building foundation. The electrical transformer equipment pad along with the secondary feeder conduits leading from the transformer to the building shall be provided under separate contract. The generator equipment pad along with associated power and data conduits will also be provided under separate contract.

Installation of conduit for the propane line including required trenching shall be installed as shown on the plans and shall extend from the mechanical room to the middle of the proposed propane tank foundation pad location. Propane tank foundation and privacy fencing shall be provided under separate contract.

3. Work under this prime contract includes, but is not limited to, the following:
  - a. This Contractor is responsible for all excavation and furnishing and installing the water line from where it was terminated 5'-0" outside the building footprint in the separate site package, to the building and inside the building footprint, including all trenching inside the building. This Contractor is responsible for contacting the State Fire Marshal and Washington County Division of Plan Review and Permitting before backfilling their work so that the City can be onsite to inspect their work if necessary, and all testing associated with trenching, etc.
  - b. This Contractor is responsible for all piping and excavation associated with the sewer line from where it was terminated 5'-0" outside the building footprint in the separate site package, to the building and inside the building footprint, including all trenching inside the building. This Contractor is responsible for contacting the Washington County Division of Plan Review and Permitting before backfilling their work so that the appropriate inspections can be onsite to inspect their work if necessary, and all testing associated with trenching and backfilling, etc.

- c. This Contractor shall coordinate and make all arrangements with the Electric Utility Company, Potomac Edison, regarding start-up for the building. The primary service is by Potomac Edison, however the conduit and all trenching/backfilling associated with the conduit (from the new pole location to the transformer location) are by the Contractor for the separate site package. This Contractor shall provide the secondary service, pad for the transformer (with bollard protection per Potomac Edison guidelines). This Contractor is responsible for installing the provided two 5" diameter sweeps where conduits were terminated as part of the separate site package, to transformer location. Everything from the transformer to the building (and inside the building footprint, including all trenching inside the building) is by this Contractor including all excavation work. Refer Electrical site plan for additional information.
- d. This Contractor is responsible for furnishing and installation of emergency generator, concrete pad and all bollard protection, all trenching/backfilling, and conduit.
- e. This Contractor is responsible for the masonry walls and concrete pad, gates and bollards associated with the dumpster location behind the building. See drawing A4.4 of the architectural drawings for additional information.
- f. The propane fuel tanks will be leased by Washington County. This Contractor is responsible for coordination with the propane fuel company for installation of the fuel tanks. This Contractor is responsible for the concrete pad for the tanks, bollards and security and privacy fence. The propane fuel company will install all gas piping from the tank to the building. Installation of the conduit for the gas piping was provided in the separate site package.
- g. This Contractor is responsible for all bollards indicated on the drawings.
- h. This Contractor is responsible for the concrete pad and bike rack in front of the building.
- i. This Contractor is responsible for the concrete pad and three flagpoles, including foundations, in front of the building. This Contractor is also responsible for providing the ground lights for the flagpoles including underground conduits, wiring and final connections.
- j. This Contractor is responsible for all work associated with the exterior building signage as detailed on 5 and 6/A2.2. Work to include the masonry wall, steel, perforated metal deck, signage and plaque and graphics indicated. *Note: If Alternate GC-3 is accepted this Contractor to include the building signage indicated on the building in the alternate location.*
- k. This Contractor is responsible for the wearing course for ALL paving. This Contractor is also responsible for cleaning and preparation of the binder course prior to installation of the wearing course. In addition, this Contractor is also responsible for the 6AB, base course and top coat at the rear of the building from where the previous Contractor stopped in the separate site package.
- l. This Contractor is responsible for all precast parking bumpers (in parking areas) and splash blocks (at downspouts) indicated on the drawings.
- m. This Contractor is responsible for all underground storm water piping associated with the flat roofs and sloped roofs from the building to storm water facilities. This to also include all transitions from the underground piping to the powder coated cast iron downspout shoes for downspouts at the sloped metal roofs.

- n. This Contractor is responsible for the 1' wide gravel diaphragm directly adjacent to the concrete walk, at the rear of the building. This Contractor to provide a 1' wide gravel diaphragm to match the stone type, width, and depth of the road treating diaphragm included in the separate site package.
- o. This Contractor is responsible for the masonry site sign, signage and lighting (for the sign) adjacent to the main entrance from Sharpsburg Pike. See drawing A4.4 of the architectural drawings for additional information. Electric conduits were run to within 5' of the site sign as part of the separate site package however installation of the final conduit and pulling the electric wire, providing hand holes and final connections to lighting to be included in this contract.
- p. This Contractor is responsible for pulling the electric wiring and final connections to the parking lot lighting. Parking lot light fixtures were provided and electric conduits were run to the light fixtures as part of the separate site package. The Contractor for the separate site package also installed wiring in the poles of the light fixtures to the hand hole box.
- q. This Contractor is responsible for furnishing and installing the steel guardrails on both sides of the main access drive from Sharpsburg Pike where the (4) 36" concrete arch pipes occur. See drawing A4.5 of the architectural drawings for additional information.
- r. This Contractor is responsible for maintaining the Erosion and Sedimentation controls throughout the building project and receiving a final approval from the Washington County Conservation District at the end of the project.
- s. The separate site package Contractor is responsible for fully completing the bio-retention areas and all storm water basins. This Contractor is responsible for maintaining those areas and repairing any basins disturbed during construction. This Contractor shall provide orange construction fence protection for storm water management basins SWM-1, SWM-2 and SWM-3.
- t. The separate site package Contractor is responsible for placing topsoil, all soil stabilization matting, temporary seed and mulch and turfgrass establishment. This Contractor is responsible for all final seeding and all final landscaping including but not limited to trees, plants/shrubs and boulders indicated on the Landscaping Plan. This Contractor is also responsible for placing topsoil indicated on attached Summary of Work Drawing and for maintaining and cutting grass (provided in separate site package) until completion of the project.
- u. This Contractor is responsible for protecting all work included in the separate site package. This Contractor is responsible for repairing all damages (made by this contractor) associated with work included in the separate site package, which could include replacement if deemed necessary by the Owner and Architect. A walkthrough will be planned between the Contractor for the separate site package, this Contractor and the Owner reviewing and documenting all completed work to date prior to this Contractor beginning work. This Contractor to document all work and provide copies to all parties.
- v. Infrastructure and rough-ins for the audiovisual equipment is included in this Contract. Audiovisual equipment is included in the Contract Documents to help verify the rough-ins required. Audiovisual equipment will be bid as a separate contract by Washington County, except for flat panel displays listed under specification Section 012100 – Allowances.

- w. It is planned to have the Audiovisual Contractor on site before the installation of the interior and exterior walls are scheduled to begin. This Contractor to coordinate all audiovisual rough-ins with the Audiovisual Contractor prior to beginning the rough-ins to ensure all rough-ins are included.
- x. See attached colored Summary of Work site drawing for additional information helping to clarify the scope of work under this contract. It does not show or indicate ALL work under this contract but should be used to help delineate the scopes of work under each contract.
- y. All work indicated and included in these Contract Documents.
- z. All work as described in the following Specification Sections:

Division 0 – Procurement and Contract Requirements	All Sections
Division 1 – General Requirements	All Sections
Division 2 – Existing Conditions	All Sections
Division 3 – Concrete	All Sections
Division 4 – Masonry	All Sections
Division 5 – Metals	All Sections
Division 6 – Wood, Plastics and Composites	All Sections
Division 7 – Thermal and Moisture Protection	All Sections
Division 8 – Openings	All Sections
Division 9 – Finishes	All Sections
Division 10 – Specialties	All Sections
Division 11 – Equipments	All Sections
Division 12 – Furnishings	All Sections
Division 13 – Special Construction	All Sections
Division 14 – Conveying Equipment	All Sections
Division 21 – Fire Suppression	All Sections
Division 22 – Plumbing	All Sections
Division 23 – Heating, Ventilating and Air Conditioning	All Sections
Division 26 – Electrical Construction	All Sections
Division 27 – Communications	All Sections
Division 28 – Electronic Safety and Security	All Sections
Division 31 – Earthwork	All Sections
Division 32 – Exterior Improvements	All Sections
Division 33 – Utilities	All Sections

#### D. GENERAL CONTRACTORS USE OF PREMISES

1. General: During the construction period the General Contractor shall have full use of the premises for construction operations, including use of the site. The General Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
2. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

- a. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner's contractors and emergency vehicles at all times.
- b. The Owner reserves the right to lease 3 tracts of land on the western most areas of the site to farmers who wish to lease the land for farming. Tract #1 is 4.9 acres, Tract #2 is 6.1 acres and Tract #3 is 7.8 acres. There is an existing gravel road that extends from Sharpsburg Pike to almost the midpoint of the site along the north property line that should be left open for access to the 3 tracts of land.
- c. A separate site package for this project was bid by Washington County and is currently in its final stages of construction. This project is scheduled to be completed by August 14, 2020.

#### E. OCCUPANCY REQUIREMENTS

- 1. Partial Owner Occupancy: The Owner may occupy and place installed equipment in completed areas of the building prior to Substantial Completion. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - a. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
  - b. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
  - c. Prior to Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving the building.
  - d. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for all portions of the building.

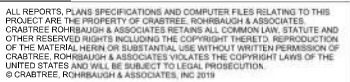
PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

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**ARCHITECTS**  
401 EAST WINDING HILL ROAD

PROPOSED NEW  
WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER

WASHINGTON COUNTY PROJECT NO. 28-266

18350 PUBLIC SAFETY PLACE  
HAGERSTOWN, MD 21740

18350 PUBLIC SAFETY PLACE  
HAGERSTOWN, MD 21740

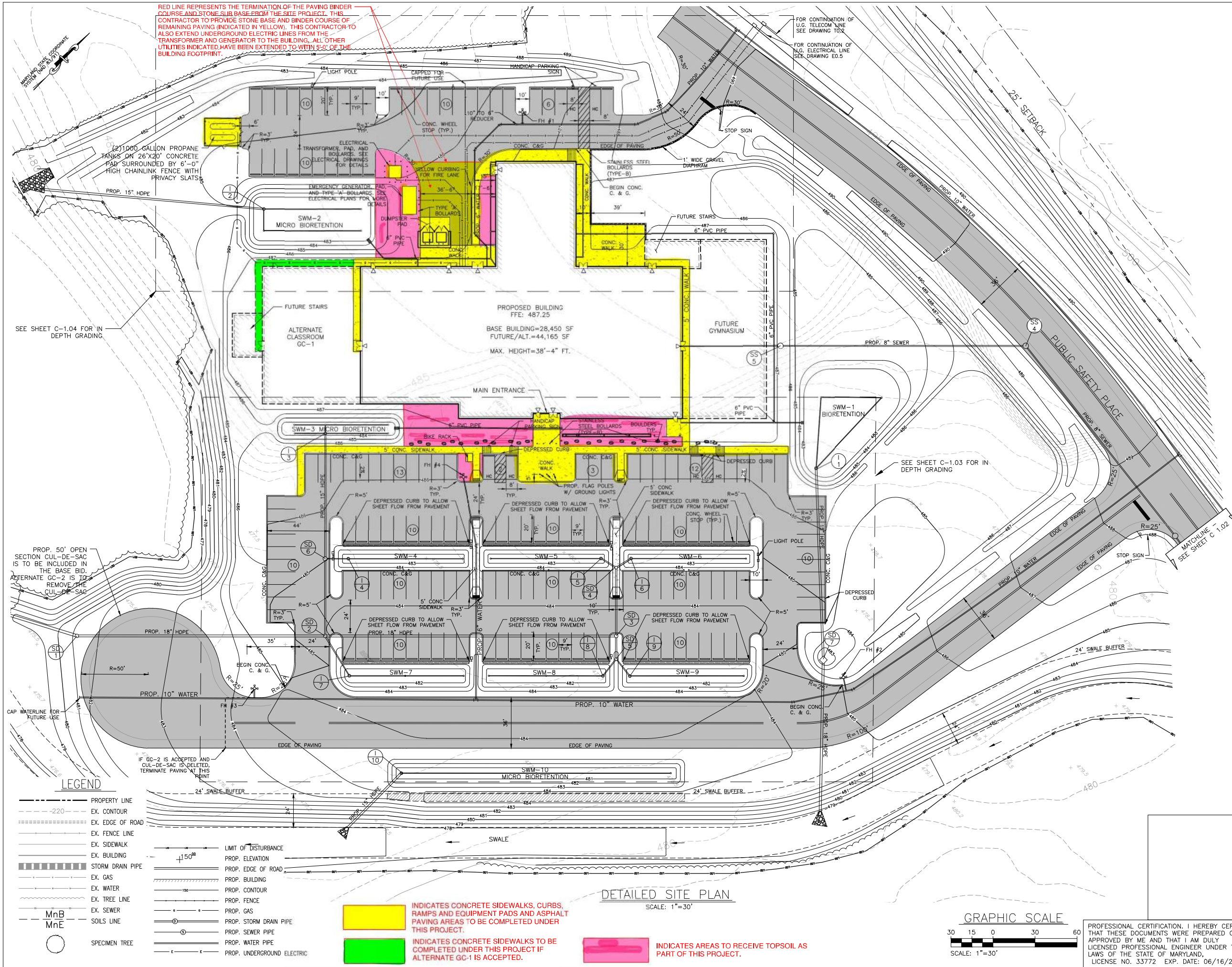
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## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Contingency allowance.
- C. Summary: A "Schedule of Allowances," showing amounts included in Contract Sum, is included in this section. Coordinate allowance to ensure that each section is completely integrated and interfaced. Requirements for allowances are shown and specified to extent established by date of Contract Documents; additional requirements will be established by Change Order. At earliest possible date, advise Architect/Engineer of date each final allowance selection must be completed. Submit proposals for allowance Work as directed and in manner specified for Change Orders. Indicate quantities, unit costs, total purchase amounts, delivery charges and trade discounts. Where requested, furnish a detailed breakdown of quantity survey. Contractor mark-up of overrun of allowance purchases will be permitted where purchase amount exceeds established allowance by more than 15%; otherwise, and except as otherwise indicated, amount of Change Order on each allowance will be the difference between purchase amount and allowance. Deliver excess materials of allowance Work to Owner's storage space, or dispose of by other means as directed. Designate in project construction schedule delivery dates for products and services specified under each allowance. Contingency allowances may be drawn upon in accordance with guidelines put forth in Article 7, Changes in the Work, of General Conditions.
- D. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
  - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

### 1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order. At close out of contract, funds remaining shall be credited to the Owner by change order.

### 1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

### 1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

### 1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.8 CONTINGENCY ALLOWANCE

- A. Funds will be drawn from the Contingency Allowance only by the issuance of an Allowance Deduction Authorization (ADA).
- B. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.
- C. Payment for allowance items shall be made regularly by Contractor to suppliers of allowance items as work progresses. Contractor shall invoice for allowance items through periodic applications for payment as Work progresses.

#### 1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

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

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump Sum Allowance for Appliances: Include the sum of \$15,050.
  - 1. List of Appliances:
    - a. Microwave- (5) each at \$250 or \$1,250.
    - b. Refrigerator (with Freezer)- (4) each at \$2,000 or \$8,000.
    - c. Ice Machine- (1) each at \$4,000 or \$4,000.
    - d. Washer- (1) each at \$800 or \$800.
    - e. Dryer- (1) each at \$1,000 or \$1,000.
- B. Allowance No. 2: Lump Sum Allowance for Audio Visual Equipment: Include the sum of \$9,250.
  - 1. List of Audio Visual Equipment:
    - a. Offices A101, A104 and A109- (3) 48" TV Displays each at \$1,000 or \$3,000.
    - b. Learning Resource Commons A141- (1) 48" TV Display each at \$1,000 or \$1,000.
    - c. Conference Room A112- (1) 55" TV Display each at \$2,250 or \$2,250.
    - d. Weight Room A123- (2) 48" TV Display each at \$1,000 or \$2,000.
    - e. Corridor A119- (1) 48" TV Display each at \$1,000 or \$1,000.
- C. Allowance No. 3: Contingency Allowance for Unforeseen Conditions: Include the sum of \$250,000.
  - 1. This amount will be utilized for unforeseen conditions to cover extra labor and material costs, if any, and shall be tracked separately from other contract costs. All mark-up, including general conditions, overhead, profit, etc., for this allowance shall be included in the base bid. No additional or credited markup will be allowed for extra work paid for by this allowance.

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Unit Prices.
- B. Related Sections:
  - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 1 Section "Quality Requirements" for general testing and inspecting requirements.

#### 1.3 DEFINITIONS

- A. A Unit Price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3 of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. GENERAL CONSTRUCTION - UNIT PRICES

Unit Price No. 1 – Additional Ball Valve:

Description: Unit cost shall include one ball valve and shall reflect the valve being installed during the normal course of installation.

Unit of Measurement: Each.

Unit Price No. 2 – Additional Duplex Receptacle Outlet:

Description: Furnish and install one electrical duplex receptacle outlet, outlet box, wall plate and wiring within fifty wire feet of a source of power. Unit price shall reflect the outlet being installed during the normal course of installation and shall include all conduit, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 3 – Additional Data Outlet:

Description: Furnish and install one data outlet, outlet box, with two data CAT6 jacks and 300 lineal feet each of two data CAT6 cables. Unit price shall reflect the outlet being installed during the normal course of installation and shall include all conduit, backboxes, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 4 – Additional Exit Sign:

Description: Furnish and install one additional single faced ceiling mounted exit sign and related backbox, 200 feet of conduit and 600 feet of #12 wiring. Exit Sign, conduit and wiring to be as specified in Division 26 specifications. Unit price shall reflect the backbox being installed during the normal course of installation and shall include all conduit, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 5 – Additional Fire Alarm Strobe/Speaker:

Description: Furnish and install one additional Fire Alarm Strobe/Speaker and related backbox, 200 feet of conduit and wiring. Fire alarm device, conduit and wiring to be as specified in Division 28 specifications. Unit price shall reflect the

backbox being installed during the normal course of installation and shall include all conduit, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 6 – Additional Fire Alarm Pull Station:

Description: Furnish and install additional Fire Alarm Horn/Strobe and related backbox, 200 feet of conduit and wiring. Fire alarm device, conduit and wiring to be as specified in Division 28 specifications.

Unit of Measurement: Each.

Unit Price No. 7 – Additional Occupancy Sensor:

Description: Furnish and install one additional 360-degree ceiling mounted occupancy sensor. Device and wiring to be as specified in Division 26.

Unit of Measurement: Each.

Unit Price No. 8 – Additional Dimmer Switch:

Description: Provide and install additional Dimmer Switch. Device and wiring to be as specified in Division 26.

Unit of Measurement: per unit

Unit Price No. 9 – Additional Video Outlet:

Description: Furnish and install one cable television video outlet, outlet box, with one F-connector jack and 100 lineal feet of RG-6 coaxial cable. Unit price shall reflect the outlet being installed during the normal course of installation and shall include all conduit, backboxes, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 10 – Additional Security Camera (Interior):

Description: Furnish and install one ceiling mounted interior fixed security camera, backbox, support, and 300 lineal feet of CAT6 cable. Unit price shall reflect the camera being installed during the normal course of installation and shall include all programming, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 11 – Additional Security Camera (Exterior):

Description: Furnish and install one wall mounted exterior fixed security camera, backbox, support, and 300 lineal feet of CAT6 cable. Unit price shall reflect the camera being installed during the normal course of installation and shall include all programming, labeling, terminations and testing.

Unit of Measurement: Each.

Unit Price No. 12 – Unsuitable Material Excavation (Beginning 6-Inches Below Design Footing Sub-grade):

Description: State the amount to remove and dispose off-site one cubic yard of unsuitable material.

Unit of Measurement: Cu. Yd.

Unit Price No. 13 – Lean (2500 PSI) Concrete Fill:

Description: Furnish and install one cubic yard of lean (2500 PSI) concrete conforming to Maryland State Highway Mix No. 1.

Unit of Measurement: Cu. Yd.

Unit Price No. 14 – Compacted CR6 Crushed Stone:

Description: Furnish and install one cubic yard of CR6 crushed stone. Cost to include compaction to specified percentages.

Unit of Measurement: Cu. Yd.

END OF SECTION 012400



## SECTION 012300 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

#### 1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by a bidder and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the NET addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 – EXECUTION

### 3.1 SCHEDULE OF ALTERNATES

#### A. GENERAL CONSTRUCTION - ALTERNATES

- GC-1     Add Classroom Wing: State the change in the contract amount to be ADDED to the base bid to add the classroom wing indicated on the drawings. This includes all architectural, interiors, structural and mechanical, electrical, plumbing and technology drawings.
- GC-2     Not Used
- GC-3     Delete Signage and Support System in Front of the Building: State the change in the contract amount to be DEDUCTED to the base bid to delete the masonry wall, steel structure, perforated metal wall panels, and dimensional letters applied to the perforated metal panel. Steel structure and roof to remain at main entrance and exterior entrance to Weight Room. This alternate shall also include revised signage location on the building per drawing A2.6 and revised site lighting location for the signage, per the electrical drawings.
- GC-4     Add Photovoltaic Solar Panels on Roof: State the change in the contract amount to be ADDED to the base bid to furnish and install photovoltaic solar panels to the flat roof of the building above Classrooms B100, B102, B106 and B109. See electrical drawings for additional information. In addition, as part of this alternate, provide protective measures for the roof and roofing membrane, including but not limited to ½" cover board (as recommended by the roof manufacturer) over the roof insulation and slip sheets between the roof membrane and solar panel roof pads as required by the roofing manufacturer in order to maintain the roof warranty.
- GC-5     Add Photovoltaic Solar Panels on Roof: State the change in the contract amount to be ADDED to the base bid to furnish and install photovoltaic solar panels to the flat roof of the building above Alternate GC-1. See electrical drawings for additional information. In addition, as part of this alternate, provide protective measures for the roof and roofing membrane, including but not limited to ½" cover board (as recommended by the roof manufacturer) over the roof insulation and slip sheets between the roof membrane and solar panel roof pads as required by the roofing manufacturer in order to maintain the roof warranty.

END OF SECTION 012300

## SECTION 012500 – SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

#### 1.3 DEFINITIONS

- A. The Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Products considered to be able to perform the same function but not necessarily have the same design, arrangement, details, utility requirements and/or dimensions. Changes in products, materials, and equipment required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Revisions to the Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products or "approved equals" as permitted and included in the Contract Documents.
  - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBSTITUTIONS

- A. Substitution Request: The Architect will consider requests for substitutions if received within 60 days AFTER Notice to Proceed. Requests received more than 60 days after Notice to Proceed may be considered or rejected at the discretion of the Architect. The Architect will only consider requests for substitution submitted by the Prime Contractor whose work is involved. No substitution requests will be considered from manufacturer's representatives or product vendors unless submitted through a prime contractor. **No substitution requests**

**will be considered during the bid period. Bids shall be based on products from one of the manufacturers specified or an “or equal” product.**

1. Transmit three (3) copies of each request for substitution for consideration. Requests shall be on the Substitution Request Form found at the end of this Section. Requests not meeting this procedural requirement will be returned with **no action taken**.
  2. Identify the product to be substituted in each request. Include related Specification Section and Drawing numbers.
  3. Respond to all of the following items. Attach to the Substitution Request Form:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and/or separate Contractors, that will be necessary to accommodate the proposed substitution.
    - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - c. Product Data, including Drawings and descriptions of products.
    - d. Samples, where applicable or requested.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on the overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. The Contractor's certification that the proposed substitution conforms to all requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
    - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
    - i. The Contractor's Certification that all costs of other Prime Contractors which are covered by the substitution will be borne by the substituting Contractor.
  4. Architect's Action: The Architect will notify the Contractor of acceptance or rejection of the substitution within two (2) weeks of receipt of the request. If necessary, the Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request.
    - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated. Following acceptance of the substitution, the Contractor shall submit related information and product data in accordance with Section 01300-Submittals.
- B. Conditions for Consideration: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. Requests will be returned with **no action taken** if none of the following conditions are satisfied.

1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The specified product cannot be provided within the Contract Time. The Architect will not consider the request if the product cannot be provided as a result of the Contractor's failure to pursue the Work promptly.
  4. The requested substitution offers the Owner a substantial advantage, in cost, time, or energy conservation.
  5. The specified product cannot receive necessary approval by a governing authority.
  6. The specified product cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  7. The specified product cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  8. The specified product cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- C. Conditions for Acceptance: Following evaluation by the Architect and in accordance with a Change Order, the Contractor may make a substitution only with the consent of the Owner.

END OF SECTION 012500

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**SUBSTITUTION REQUEST FORM**  
(Attach to all requests for substitution)

PROJECT NAME AND NUMBER \_\_\_\_\_

ARCHITECT



**Crabtree, Rohrbaugh & Associates  
Architects**

401 East Winding Hill Road  
Mechanicsburg, Pennsylvania 17055  
phone: (717) 458-0272 - fax: (717) 458-0047

SECTION

PARAGRAPH

SPECIFIED ITEM

\_\_\_\_\_

PROPOSED SUBSTITUTION

\_\_\_\_\_

The attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

The attached data also includes description of changes to the Contract Documents which the requested substitution will require for its proper installation.

The Contractor certifies that the following paragraphs, unless modified on attachments, are correct:

1. The requested substitution does not affect the dimensions shown on the Drawings.
2. The requested substitution does not change the building design, including engineering design or detailing.
3. The requested substitution has no adverse effect (including additional scope of work or cost increase) on any other trades, the Contractor's Construction Schedule or any specified warranty requirements.
4. Maintenance and service parts will be locally available for the requested substitution.
5. The requested substitution offers the Owner a substantial advantage, in cost, time, or energy conservation.

The Contractor further certifies that the function, appearance, quality and warranty of the requested substitution are equivalent or superior to those of the specified item.

CONTRACTOR'S CERTIFICATION:

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

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

Firm: \_\_\_\_\_

Proposed Credit:

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

\$ \_\_\_\_\_

\_\_\_\_\_

Attachments:

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## SECTION 012700 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building.
  - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 3. Division 7 Section "Firestop Systems" for patching fire-rated construction.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair Work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 GENERAL

- A. Build sleeves and anchors into the Work for the proper engagement of the Work.
- B. Provide chases, openings and recesses in the new Work.
- C. Perform all cutting necessary to install Work. Cutting of structural members will not be permitted except by written permission of the Architect.
- D. Repair, at own expense, all surfaces cut into or damaged as a result of Work.
- E. All cutting and patching that is unnecessary, excessive or carelessly done and cutting of new construction made necessary by ill-timed Work shall be repaired at own expense. All such repairing shall be accomplished by skilled mechanics of the proper trade and to the satisfaction of the Architect.

## 1.5 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least seven (7) days prior to the required Cutting and Patching Conference, requesting approval to proceed. Include the following information:
1. Extent: Describe cutting and patching, show how it will be performed, and indicate why it cannot be avoided.
  2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  3. Products: List products to be used and firms or entities that will perform the Work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  7. Approval: Obtain approval of the cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory Work.

## 1.6 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
1. Primary operational systems and equipment.
  2. Mechanical systems piping and ducts.
  3. Control systems.
  4. Communication systems.
  5. Electrical wiring systems.
  6. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.

3. Exterior storefront construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise and vibration control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review the previously submitted Cutting and Patching Proposal and areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding with Work.

## 1.7 WARRANTY

- A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that in the Architect's opinion, when installed, will match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Utility Services and Mechanical/Electrical Systems: Where services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled Workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with seams that are invisible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean surfaces, piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 012700

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## SECTION 012800 - FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. General: This Section specifies administrative and procedural requirements for field-engineering services including, but not limited to, the following:
  - 1. Professional Surveying services.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Project Coordination" for procedures for coordinating field engineering with other construction activities.

#### 1.3 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in Maryland, to perform required land-surveying services.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
  - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

- B. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.
  - 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

### 3.2 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 012800



## SECTION 012900 - APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Division 1 Section "Submittals" for the Contractor's Construction Schedule and the Submittal Schedule.
  - 2. Division 0 Section "Supplementary General Conditions" for requirements related to Payments and Completion.
- C. Attachments: The following documents are attached to the end of this Section.
  - 1. Partial Waiver and Release of Mechanics Lien Claims.
  - 2. Initial Statement of Contract Value
  - 3. Stipulation Against and Waiver of Liens.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Coordination: Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of alternates.
    - e. List of products.
    - f. List of principal suppliers and fabricators.
    - g. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
  3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section and Division.
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items.
  4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site (if permitted by Owner). Include requirements for insurance and bonded warehousing, if required.

6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  1. Each Application for Payment MUST include an attached, executed Partial Waiver and Release of Mechanics Lien Claims Form.
    - a. The Contractor shall be responsible to have each subcontractor under his Contract, execute the attached Stipulation Against and Waiver of Liens prior to submittal of the initial Application for Payment.
- B. Payment-Application Times: Draft applications for progress payments shall be presented to the Architect no later than the 25<sup>th</sup> of each month. The Architect will comment and return to the Contractor for final submission no later than the first of the following month. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
  3. Include an updated, executed copy of the Partial Waiver and Release of Mechanics Lien Claims Form.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Initial Application for Payment: Administrative actions and/or submittals, that must precede or coincide with submittal of the initial Application for Payment, include the following:

1. Secure a Stipulation Against and Waiver of Liens Form from each subcontractor.
  2. Execute an Initial Statement of Contract Value.
  3. List of subcontractors.
  4. List of principal suppliers and fabricators.
  5. Schedule of Values.
  6. Contractor's Construction Schedule (preliminary if not final).
  7. Schedule of principal products.
  8. List of Contractor's staff assignments.
  9. Copies of building permits.
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and/or submittals that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Startup performance reports.
    - f. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - g. Final cleaning.
    - h. Application for reduction of retainage and consent of surety.
    - i. Advice on shifting insurance coverages.
    - j. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- H. Final Payment Application: Administrative actions and/or submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Execute a Contractor's Affidavit of Release of Liens Form (AIA Document G706A).
  2. Completion of Project closeout requirements.
  3. Completion of items specified for completion after Substantial Completion.
  4. Ensure that unsettled claims will be settled.
  5. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  6. Transmittal of required Project construction records to the Owner.
  7. Removal of temporary facilities and services.
  8. Removal of surplus materials, rubbish, and similar elements.
  9. Change of door locks to Owner's access.

END OF SECTION 012900

**PARTIAL WAIVER AND RELEASE  
OF MECHANICS LIEN CLAIMS**

(Must be executed and attached to Every Application for Payment)

OWNER: \_\_\_\_\_



**Crabtree, Rohrbaugh & Associates - Architects**  
401 East Winding Hill Road  
Mechanicsburg, PA 17055  
Maryland • Pennsylvania • Virginia • West Virginia

ARCHITECT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(legal description attached hereto as Exhibit "A")

PAYMENT AMOUNT: \_\_\_\_\_

PAYMENT DATE: \_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \_\_\_\_\_

VALUE OF APPROVED CHANGE ORDERS: \_\_\_\_\_

For and in consideration of the Payment cited above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor does hereby waive, release, and relinquish any and all rights, claims, demands, liens, mechanics liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may have in the future, arising out of any payment due or alleged to be due for any Contractor work, labor, or materials provided in connection with the Project, through the date hereof.

CONTRACTOR ACKNOWLEDGES THAT ANY CLAIM CONTRACTOR HAS HEREAFTER RELATING TO PAYMENT OR DEMANDS FOR PAYMENT SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE ORIGINAL CONTRACT AMOUNT AS MODIFIED BY THE VALUE OF APPROVED CHANGE ORDERS LESS THE AMOUNT PAID TO CONTRACTOR THROUGH THE DATE OF ANY SUCH CLAIM.

The Contractor warrants that it has not and will not assign any claims for payment or right to perfect any lien against Owner or Project and further warrants that it has the right to execute this waiver and release. Furthermore, Contractor hereby agrees to defend, indemnify and hold harmless Owner from and against all damages and costs that arise from any other entity or person claiming entitlement through the Contractor through the Payment Date.

In order to induce Owner to make the Payment referenced herein, the Contractor also warrants and certifies that it has made full payment of any amounts due or claimed to be due through the Payment Date to any person or entity who has supplied materials or labor in connection with the Project.

The undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver.

The undersigned further agrees that the making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

IN WITNESS WHEREOF, on behalf of the undersigned, the Contractor executes this Partial Waiver and Release on the date first written above.

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

By: \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:\_\_\_\_\_

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

### INITIAL STATEMENT OF CONTRACT VALUE

(To be executed by each Prime Contractor and submitted to the Architect for filing)



**Crabtree, Rohrbaugh & Associates - Architects**

401 East Winding Hill Road

Mechanicsburg, PA 17055

Maryland • Pennsylvania • Virginia • West Virginia

ARCHITECT:

OWNER: \_\_\_\_\_

In the Court of Common Pleas \_\_\_\_\_ County, Maryland

Plaintiffs :

:

v.

:

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

:

PRIME CONTRACTOR: \_\_\_\_\_

:

Defendant :

---

PRIME CONTRACTOR: \_\_\_\_\_

:

Plaintiff:

:

v.

:

:

OWNER: \_\_\_\_\_

:

Defendant :

### **NOTICE PURSUANT TO 49 P.S. §1405**

1. Owner is the legal or equitable owners of certain real estate known as ADDRESS by deed dated DATE, and recorded DATE, in the Office of the Recorder of Deeds of County, Pennsylvania, in Book \_\_\_, page \_\_ (hereinafter the "Property").
2. Prime Contractor, is the "Contractor" as defined in 49 P.S. §1201, Pennsylvania Mechanics' Lien Law of 1963.
3. Owner and Contractor have entered into a contract for the construction of a building on the Property (hereinafter the "Contract") in which Owner is the Owner as defined in 49 P.S. §1201, Pennsylvania Mechanics' Lien Law of 1963, and Prime Contractor is the Contractor.

4. For the specific purpose of limiting the potential mechanics lien claims of Owner's or Prime Contractor's subcontractors as against the Owner to any such subcontractor's/claimant's pro-rata share of the unpaid balance of the contract price set forth in the Contract, the parties hereto file this Notice.
5. The Contract is dated \_\_\_\_\_ by and between the Owner and the Contractor.
6. The Contract contemplates the construction of a building containing approximately *insert square footage* \_\_\_\_\_ square feet to be constructed on the Property.
7. The total price of the Contract, as modified hereafter by any material change orders, is \_\_\_\_\_.
8. Any claim by any subcontractor/claimant shall be limited to its pro-rata share of the contract price remaining unpaid at the time notice of intention to file any such claim is first given to the Owner.

By: Owner

By: \_\_\_\_\_  
Authorized Officer

By: Prime Contractor

By: \_\_\_\_\_  
Authorized Officer



### STIPULATION AGAINST AND WAIVER OF LIENS

(Executed by the Prime Contractor and each Subcontractor prior to submittal of the INITIAL Application for Payment)

(Each Prime Contractor shall attain and file this Stipulation for each of their respective Subcontractors)



**Crabtree, Rohrbaugh & Associates - Architects**

401 East Winding Hill Road

Mechanicsburg, PA 17055

Maryland • Pennsylvania • Virginia • West Virginia

ARCHITECT:

This instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ and

("Contractor")

\_\_\_\_\_ in favor of ("Subcontractor")

("Owner")

WITNESSETH:

1. Contractor is a Contractor within the meaning of the Mechanics Lien Law of 1963.
2. Owner and Contractor have entered into a certain contract (herein "Contract") in connection with the construction of \_\_\_\_\_ **[PROJECT NAME]** Maryland (herein "Project").
3. Contractor and Subcontractor have entered into a certain agreement by which Subcontractor will provide labor or materials to Contractor or Owner in connection with the construction of the Project.
4. Pursuant to 49 P.S. §1401(b)(2), Contractor has posted a bond guaranteeing payment for labor and materials provided by Subcontractor, and Subcontractor, for itself, its owners, shareholders, members, employees, partners, successors, and assigns, intends by this document to waive its right to file any claim whatsoever against the Project.
5. Subcontractor agrees that to the fullest extent permitted by law, no mechanics' or materialmen's liens shall be filed or maintained against the estate or title of Owner of the Project or any part thereof, or the appurtenances thereto, either by itself or anyone else acting or claiming through or under it, including subcontractors of Subcontractor, for or on account of any work, labor or materials supplied in the performance of the work under the Contract or under any supplemental contract or for extra work.
6. Subcontractor agrees that this agreement shall be an independent covenant and shall operate and be effective with respect to work done and materials furnished under any supplemental contract and for any extra work in connection with the above-described Project.
7. Subcontractor agrees that it will indemnify, defend, and hold harmless Contractor and Owner from it against any claims, including mechanics' lien claims raised by any subcontractor,

supplier, or materialman of Subcontractor, including, without limitation, any subcontractor as that term is defined in the Pennsylvania Mechanics' Lien Law of 1963, as amended.

8. Subcontractor agrees that in the event it violates any provision of this Stipulation Against and Waiver of Liens, Subcontractor shall be liable to Contractor and Owner for all expenses and costs incurred in the defense of or payment of any claim brought by any person, to the extent the Subcontractor has indemnified Contractor and Owner against such a claim, including without limitation, attorneys fees and court costs.
9. To give Owner full power and authority to protect itself, the Project, the estate, or title of Owner therein, and the appurtenances thereto, against any and all liens filed by anyone acting under or through Subcontractor in violation of the terms of this agreement, Subcontractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania (i) to appear as attorney for it in any such Court, and in its name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of Subcontractor any and all lien or liens filed in violation of the foregoing covenant, or (ii) to cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it, and to incorporate therein, as part of the record, the waiver contained in this instrument; and for such act or acts this instrument shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this agreement shall have been filed shall be conclusive evidence of the authority herein to warrant such action, and Subcontractor hereby remises, releases and quitclaims all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.
10. Contractor must attach a copy of the Legal Description of Project property to this form prior to submittal to the Architect.

IN WITNESS WHEREOF, Contractor has executed this instrument as of the day and year first above written.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## SECTION 013100 – PROJECT COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations on the Project to be collectively fulfilled by the prime Contractors including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Cleaning and protection.
- B. The General Contractor shall be assigned the responsibility for overall coordination of coordination requirements.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Field Engineering" specifies procedures for field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
  - 3. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
  - 4. Division 1 Section "Contract Closeout" for coordinating contract closeout.
  - 5. Division 4 Section "Unit Masonry Assemblies".

#### 1.3 GENERAL PROJECT COORDINATION PROCEDURES

- A. The General Contractor is designated as the Lead Prime Contractor for the Project and shall coordinate its construction activities with those its subcontractors and other entities involved to assure efficient and orderly installation of each part of the Work.
  - 1. The General Contractor shall schedule its construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Where availability of space is limited, the General Contractor shall coordinate installation of different components with other contractors to assure maximum accessibility for required maintenance, service, and repair.
- B. The General Contractor shall advise the Owner and Architect of overall coordination progress. When necessary, such as in congested spaces where multiple contractors are involved, the General Contractor shall meet with the Owner and Architect and other contractors involved to resolve critical coordination areas.
- C. The Owner will not consider requests for additional time or compensation associated with direction provided to contractors in response to coordination, questions, or disputes.
- D. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  1. Prepare similar memoranda for the Owner and separate contractors where coordination of their Work is required.
- E. Administrative Procedures: The General Contractor shall coordinate scheduling and timing of its required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project closeout activities.

#### 1.4 CONSERVATION

- A. The General Contractor shall coordinate construction activities to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
  1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### 1.5 COORDINATION DRAWINGS

- A. Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  1. Refer to Division 4 for Masonry Preinstallation Shop Drawing requirements to include specific Coordination Drawing components and equipment interface issues.

2. Refer to Divisions 22-28 for specific coordination drawing requirements for mechanical and electrical installations.
3. Responsibility: The General Contractor shall be responsible for the coordination with subcontractors in the preparation of coordination drawings within the building envelope. The General Contractor shall have the lead role in this process and shall initiate coordination drawings by producing preliminary ¼" scale drawings, by building section, in electronic format. Electronic background drawing files in the format specified in the Electronic Media Agreement found as an attachment to Division 1 Section "Submittals" are available from the Architect for a fee. These background drawings shall include walls, partitions, structural elements, finished floor elevations, dimensions, duct, piping, and equipment locations and layout.

Upon completion of the preliminary coordination drawings, the General Contractor shall schedule a coordination meeting with all its subcontractors in order to resolve all interference issues. This meeting shall be held in accordance with Division 1 Section "Project Meetings". Altering structural elements, bearing elevations, established dimensions, partition locations and ceiling/bulkhead heights or any other aesthetic effect is prohibited without the consent of the Architect. Upon resolution of all interference issues, the General Contractor shall revise the coordination drawings as required, and upon acceptance by all subcontractors, the General Contractor will issue a set of final coordination drawings to all its subcontractors, the Owner and the Architect.

Utility sleeve locations through foundation walls shall be coordinated in the field by the involved Prime Contractors in order to ensure project continuity. Utility sleeve locations may be included on the coordination drawings only to the extent to establish piping entry locations.

Coordination drawings shall be completed within 60 calendar days of the Notice to Proceed. The General Contractor shall include coordination drawings in their Contract Price and shall indicate the value of this effort as a line item on the Schedule of Values.

#### 1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to its full-time on site Project Superintendent, the General Contractor shall provide other administrative and supervisory personnel, as required for proper performance of the Work.
- B. Project Coordinator: The General Contractor shall provide a full-time Project Coordinator, experienced in administration and supervision of building construction, including mechanical and electrical work.
  1. Construction activities requiring coordination by the Project Coordinator include, but are not limited to, the following:
    - a. Scheduling and sequencing the Work.

- b. Sharing access to work spaces.
  - c. Installations.
  - d. Protection of each other's work.
  - e. Cutting and patching.
  - f. Selections for compatibility.
  - g. Coordination drawings.
  - h. Inspections and tests.
  - i. Temporary services and facilities.
  - j. Daily project clean up activities
- C. Staff Names: Within 15 calendar days of commencement of construction operations, the General Contractor shall submit a list of its principal staff assignments as well as those for Plumbing, HVAC and Electrical Subcontractors, including the Superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: The Prime Contractor involved shall require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place during handling and installation. Apply protective covering where required to assure protection from damage or deterioration until Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: The General Contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessively high or low temperatures.
2. Thermal shock.
3. Excessively high or low humidity.
4. Air contamination or pollution.
5. Water or ice.
6. Solvents.
7. Chemicals.
8. Light.
9. Radiation.
10. Puncture.
11. Abrasion.
12. Heavy traffic.
13. Soiling, staining, and corrosion.
14. Bacteria.
15. Rodent and insect infestation.
16. Combustion.
17. Electrical current.
18. High-speed operation.
19. Improper lubrication.
20. Unusual wear or other misuse.
21. Contact between incompatible materials.
22. Destructive testing.
23. Misalignment.
24. Excessive weathering.
25. Unprotected storage.
26. Improper shipping or handling.
27. Theft.
28. Vandalism.

Any Work subjected to such exposures shall be tested, corrected and/or replaced at the expense of the General Contractor, in accordance with the "General Conditions of the Contract for Construction".

- D. Daily project clean up shall be the responsibility of the General Contractor.

END OF SECTION 013100

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## SECTION 013150 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Preconstruction conferences.
  - 2. Preinstallation conferences.
  - 3. Progress meetings.
  - 4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Project Coordination" for procedures for coordinating project meetings with other construction activities.
  - 2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, within 15 calendar days of the Notice to Proceed. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and other requirements of the Contractors.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its Superintendent; major subcontractors; manufacturers; and suppliers. All participants at the Preconstruction Conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance including the following:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.
  - 5. Procedures for processing Applications for Payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of Shop Drawings, Product Data, and Samples.

8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Daily clean up activities.
17. Working hours.

#### 1.4 PREINSTALLATION CONFERENCES

- A. The General Contractor shall conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction and as required by specific specification Sections.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
  1. Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Shop Drawings, Product Data, and quality-control samples.
    - g. Review of mockups.
    - h. Possible conflicts.
    - i. Compatibility problems.
    - j. Time schedules.
    - k. Weather limitations.
    - l. Manufacturer's recommendations.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities.
    - q. Space and access limitations.
    - r. Governing regulations.
    - s. Safety.
    - t. Inspecting and testing requirements.
    - u. Required performance results.
    - v. Recording requirements.

w. Protection.

2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

#### 1.5 PROGRESS MEETINGS

- A. The Architect shall conduct progress meetings at the Project Site at bi-weekly intervals, unless otherwise needed.
- B. Attendees: In addition to representatives of the Owner and the Architect, *IT IS MANDATORY THAT THE GENERAL CONTRACTOR ALONG WITH PERTINENT SUBCONTRACTORS BE REPRESENTED AT THESE MEETINGS.* All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  2. Review the present and future needs of each entity present, including the following:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Status of submittals.
    - e. Deliveries.
    - f. Off-site fabrication problems.
    - g. Access.
    - h. Site utilization.
    - i. Temporary facilities and services.
    - j. Hours of work.
    - k. Hazards and risks.
    - l. Daily clean up activities.
    - m. Quality and work standards.
    - n. Change Orders.
    - o. Documentation of information for payment requests.

D. Reporting: Minutes will be distributed by the Architect 3 calendar days prior to the next meeting to each party present and to parties who should have been present.

1. Schedule Updating: Refer to Division 1 Section "Construction Progress Documentation" for requirements. Issue the revised schedule concurrently with the report of each meeting.

#### 1.6 COORDINATION MEETINGS

A. The General Contractor shall conduct coordination meetings a minimum of once every two weeks. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings. *IT IS MANDATORY THAT PERTINENT SUBCONTRACTORS BE REPRESENTED AT THESE MEETINGS.*

B. Record meeting minutes and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. In addition, the Owner and Architect shall receive copies of these meeting minutes.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013150

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Daily construction reports.
  - 4. Field condition reports.
  - 5. Special reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Project Coordination."
  - 2. Division 1 Section "Applications for Payment" for submitting the Schedule of Values.
  - 3. Division 1 Section "Project Meetings" for submitting and distributing meeting and conference minutes.
  - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
  - 5. Division 1 Section "Project Record Documents" for submitting Project Record Documents at Project closeout.
  - 6. Division 1 Section "Submittals" for procedural requirements regarding Submittal Schedule.

#### 1.3 DEFINITIONS

- A. Contractor: The term "Contractor", as used throughout this Section, applies to the General Contractor entering into a Contract with the Owner.
- B. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.

- 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float is not for the exclusive use or benefit of either the Owner or the Contractor. Extensions of the time to interim milestone dates or the Contract Completion Date, under the Contract, will be granted only to the extent that equitable time adjustment to the activity or activities affected by the Contract Modification or delay, exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- B. Preliminary Construction Schedule: Submit one (1) copy in an acceptable format as determined by the Architect.
- C. Contractor's Construction Schedule: Submit one (1) paper Gant Chart and one (1) electronic copy in its native format.

- D. CPM Reports: The Contractor's Construction Schedule shall be a CPM Schedule. Concurrent with the CPM Schedule, submit three printed copies of each of the following computer-generated reports. The format for each activity in the reports shall contain an activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Daily Construction Reports: Submit two copies at weekly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: The schedule shall be composed and maintained by an individual having been employed for at least the past five years primarily as CPM scheduler or an individual certified as a Planning and Scheduling Professional (PSP) by the Association for the Advancement of Cost Engineering (AACE). Documentation supporting compliance with these requirements shall be supplied to the Architect for review and acceptance.
- B. Prescheduling Conference: Conduct conference at the Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Discuss constraints, including phasing, work stages, area separations and interim milestones.
  - 2. Review delivery dates for Owner-furnished products.
  - 3. Review time required for review of submittals and resubmittals.
  - 4. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 5. Review time required for completion and startup procedures.
  - 6. Review and finalize list of construction activities to be included in schedule.
  - 7. Review submittal requirements and procedures.
  - 8. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate the Contractor's Construction Schedule with the Schedule of Values, List of Subcontracts, Submittals Schedule, Progress Reports, and Applications for Payment and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. The Work under the Contract Documents shall be planned, scheduled, executed, reported and accomplished using the "Critical Path Method", in work days (excluding legal holidays). The provisions of the General Requirements and the directions of the Lead Contractor are to be followed by all Contractors in scheduling their construction activities. The scheduling services of the Lead Contractor are part of his Contract with the Owner, but nothing herein relieves the obligations of the other Prime Contractors to schedule their own construction activities and nothing herein alters the obligation of the Lead Contractor to resolve all supervision, coordination and scheduling issues between and among the Lead Contractor and other Prime Contractors.
- B. The primary objectives of the requirements of this Section are: (1) to insure adequate planning and execution of the Work by the Contractor by having a schedule of construction activities for the General Contractor and all of their Subcontractors in initial form covering the first 120 days of construction within thirty (30) days of the Notice to Proceed and in final form within seventy-five (75) days of the Notice to Proceed; (2) to assist the General Contractor in evaluating progress of the Work; (3) to provide for optimum coordination by Subcontractors, all under the direction and supervision of the General Contractor; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by the General Contractor and other Subcontractors in monitoring any actions of Contractors which may be required to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Completion Dates specified in the Contract Documents.
- C. The General Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed with regard to their portion of the Work. The Construction Schedule shall represent the Contractor's best judgment of how they shall prosecute the Work in compliance with the requirements of the Contract Documents. The General Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.



- D. The General Contractor shall consult with their major Subcontractors relating to the preparation of their construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of the Contractor's Construction Schedule which relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When the Subcontractor submits their Construction Schedule to the General Contractor or makes any proposed updates or revisions to such Schedule, it shall be concluded by the Owner and General Contractor that the Subcontractor is in concurrence. The General Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Contractor's Construction Schedule for their portions of the Work.
- E. The General Contractor shall provide the drafting and computerization of the Contractor's data for the Contractor's Initial Construction Schedule, in accordance with the requirements of the Contract Documents. Each Subcontractor shall submit their data in a form or format acceptable to the General Contractor.
- F. The Completion Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of the other General Contractor. Completion Dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by the Contractor. Completion Dates represent the latest allowable completion time for those portions of the Work to which each Completion Date relates. The Completion Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by the General Contractors or others. The General Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.
- G. Should the General Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, the Contractor shall give timely and reasonable Notice of this fact.
- H. Unless otherwise specifically provided in the Contract Documents, and in particular the General Requirements, the General Contractor acknowledges that the Owner and Architect have contemplated in their planning and in any preliminary schedule that may have been prepared and made available to the Bidders, and in their budgeting for professional services, that the Work shall be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. The Owner and Architect shall have the sole discretion of approving or rejecting a variance in the work week, number of shifts, or shift length. Unless otherwise agreed by the Owner or Architect, the General Contractor shall bear the cost of, and pay the Owner, for additional staff and supervisory personnel and inspectors of any public authority having jurisdiction of the Work, necessary to support any variance in the contemplated work week, number of shifts or shift length.

## 2.2 POST AWARD ACTIVITIES

- A. Upon receipt by the General Contractor of the Notice to Proceed, and until the Construction Schedule is completed by the General Contractor, the General Contractor shall do the following.
  - 1. Within thirty (30) days of the Notice to Proceed complete an Initial Construction Schedule governing the first 120 days of construction.
  - 2. Within seventy-five (75) days of the Notice to Proceed complete a Final Construction Schedule governing the Work.
- B. Orientation Session: The General Contractor shall, upon the issuance of the Notice to Proceed by the Owner, attend an orientation session relating to the requirements pertaining to schedules and reports for the Project. This orientation meeting is designed to assist the General Contractor in planning their Work and in developing their Construction Schedule. This session shall be held within ten (10) days after the date of the Notice to Proceed and shall be conducted by the General Contractor. The Contractor shall arrange for their Superintendent(s), major Subcontractors, and any scheduling consultants that they may employ, to attend the orientation session.
  - 1. It is understood and agreed that the General Contractor has no authority to waive any requirements of the Contract Documents at this orientation session, and all requirements of the Contract Documents remain applicable to the Contractor's Work whether or not discussed at this session.
  - 2. Should the General Contractor or his principal Subcontractors fail or refuse to attend this orientation session, the Owner shall have the right to immediately terminate the Agreement with the General Contractor for default and without liability or penalty to the Owner pursuant to the provisions of these specifications.

## 2.3 INITIAL CONSTRUCTION SCHEDULE

- A. Within ten (10) days following the orientation session, the General Contractor shall complete a draft of their Construction Schedule.
- B. The General Contractor shall provide the Architect with a draft print out of all activities needed during the first 120 days of construction for inclusion in the Initial Construction Schedule. The printouts shall be carefully reviewed by all of the Subcontractors. Any revisions, additions and/or deletions to these documents that are reasonably desired by the Subcontractors shall be brought to the attention of the General Contractor within five (5) days following receipt by the Subcontractor of such draft.

## 2.4 FINAL CONSTRUCTION SCHEDULE

- A. Within fourteen (14) days following completion of the Initial Construction Schedule, the General Contractor shall complete a draft of their Final Construction Schedule.
- B. The General Contractor shall provide the Architect and Owner with a draft print out of all activities included in the Final Construction Schedule. Any revisions, additions and/or deletions to these documents that are reasonably desired by the Owner and/or Architect shall be brought to the attention of the General Contractor within five (5) days following receipt by the Contractor of such draft. The General Contractor shall, if consistent with the requirements of the Contract Documents, incorporate the proposed revisions and shall thereafter deliver the completed Construction Schedule and other reports to the Owner and Architect.

## 2.5 CONSTRUCTION SCHEDULE CONTENT

- A. The Final Construction Schedule shall consist of a detailed CPM Schedule of all work activities of the Project. The Schedule shall include, but not be limited to, the following information: (1) Project name; (2) completed Work ready for use by the next Subcontractor, the Owner, etc.; (3) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separate from that being done by the General Contractor directly; (4) different categories of Work as distinguished by craft or crew requirements; (5) different categories of Work as distinguished by equipment requirements; (6) different categories of Work as distinguished by materials; (7) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (8) location of Work within the Project that necessitates different times or crews to perform; (9) outage schedules for existing utility services that shall be interrupted during the performance of the Work; (10) acquisition and installation of equipment and materials supplied and/or installed by the Owner or Subcontractors; (11) material to be stored on Site; and (12) dates for completion of Work.
- B. For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall show a sequence of activities including: (1) preparation of Shop Drawings, Samples and all required submissions as set forth in these specifications; (2) a reasonable time for review of Shop Drawings, Samples, and submissions or such time as specified in the Contract Documents; (3) shop fabrication, delivery, and storage; (4) erection or installation; and (5) testing of equipment and materials.
- C. The Gant Chart shall include the early dates and total float for each activity. There shall be no negative float in the baseline schedule.
- D. All activity durations shall be given in calendar days. No activity shall have a duration of more than twenty (20) days.
- E. General Contractor Approval and Certification: Approval by the General Contractor of the drafting and computerization of the Construction Schedule, and of schedule revisions, shall be evidence of the General Contractor's agreement that the proposed schedule or schedule

revision to the Construction Schedule is a true and accurate representation of their plan to complete the Work, including all Change Orders that are in the General Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that they shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents and that they have met and coordinated with and obtained the approval of said schedule revision by all other parties that are affected thereby.

## 2.6 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. On a monthly basis the General Contractor shall arrange for their Superintendent to meet at the Site with the Subcontractors to review each of their reports of actual progress. Said report shall set forth up-to-date and accurate progress data, shall be based upon the General Contractor's best judgment and shall be prepared by the General Contractor in consultation with all Subcontractors.
- B. The progress report of the General Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated dates for completion of Work for activities currently in progress.
- C. The General Contractor shall submit a written report with the updated progress analysis which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a recovery schedule, if required, as further described herein. The report shall also include: (1) a narrative describing actual Work accomplished during the reporting period; (2) a list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (3) the total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (4) a manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel; (5) a list of Contractor-supplied materials and equipment, indicating current availability and anticipated job Site delivery dates; and (6) changes or additions to the Contractor's supervisory personnel, if any, since the preceding progress report.
- D. Application for Payment: The General Contractor understands and agrees that the submission and approval of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that the General Contractor shall not be entitled to any progress payment under the Contract Documents until, in the sole discretion of the Owner, the General Contractor has fully complied with the requirements of this Section.
- E. The General Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by or to them so that the progress of construction shall be maintained according to the currently approved Construction Schedule for the Work. The General Contractor shall notify the Owner in writing, and in a timely and reasonable manner, whenever the General Contractor determines or anticipates that the delivery date of any

material or equipment shall be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of the Contract Documents, subject to schedule updates as herein provided.

- F. The General Contractor shall ensure that off the Site activities do not control the critical path of the Construction Schedule and instead, that the critical path relates to activities on the Site.

## 2.7 RECOVERY SCHEDULE.

- A. Should the updated Construction Schedule, at any time during construction, show, in the sole opinion of the Owner, that the General Contractor is fourteen (14) or more days behind schedule for any Completion Date, or should the General Contractor be required to undertake actions as provided for in these specifications, the Contractor shall prepare a recovery schedule at no additional cost to the Owner (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how the Contractor intends to reschedule their Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.

## 2.8 SCHEDULE REVISIONS

- A. Should the General Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in their method of operation, their sequence of Work or the durations of the activities in their Construction Schedule, they shall do so in accordance with the requirements of this Paragraph and the Contract Documents. Revisions to the approved Construction Schedule must be presented to and reviewed by the Owner.
- B. The General Contractor shall submit requests for revisions to the Construction Schedule to the Owner, together with written rationale for revisions and description of logic for rescheduling Work and maintaining the Completion Dates listed in the Contract Documents. Proposed revisions acceptable shall be incorporated into the next update of the Construction Schedule.

## 2.9 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between the earliest start date and latest start date or between the earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is reserved for the exclusive use and benefit of the Owner. The General Contractor specifically agrees that float time may be used by the Owner in conjunction with review of construction activities or to resolve Project problems. The General Contractor also agrees that there shall be no basis for any modification of the Completion Dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Construction Schedule.

## 2.10 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule within 10 days of the date established for commencement of the Work.
- B. Form: The schedule shall be in tabular form and shall include, but not be limited to, the following:
  - 1. Specification Section number.
  - 2. Description of the test.
  - 3. Identification of applicable standards.
  - 4. Identification of test methods.
  - 5. Number of tests required.
  - 6. Time schedule or time span for tests.
  - 7. Entity responsible for performing tests.
  - 8. Requirements for taking samples.Unique characteristics of each service.
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

## 2.11 REPORTS

- A. Daily Construction Reports: Prepare Daily Construction Reports recording the following information concerning events at the Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. High and low temperatures and general weather conditions.
  - 5. Accidents.
  - 6. Meetings and significant decisions.
  - 7. Unusual events (refer to special reports).
  - 8. Stoppages, delays, shortages, and losses.
  - 9. Meter readings and similar recordings.
  - 10. Emergency procedures.
  - 11. Orders and requests of authorities having jurisdiction.
  - 12. Change Orders received and implemented.
  - 13. Construction Change Directives received.
  - 14. Services connected and disconnected.
  - 15. Equipment or system tests and startups.
  - 16. Partial Completions and occupancies.
  - 17. Substantial Completions authorized.

- B. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Architect immediately.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at the site. The list shall be cumulative, showing materials previously reported plus items recently delivered. Include with the list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from the site. Submit copies of the list to the Architect at weekly intervals.

## 2.12 SPECIAL REPORTS

- A. General: Submit Special Reports directly to the Owner within one day of an occurrence. Distribute copies of reports to parties affected by the occurrence and to the Architect.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the Project site, whether or not related directly to the Work, prepare and submit a Special Report. List chain of events, persons participating, response by General Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013200

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## SECTION 013300 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Shop Drawings.
  - 2. Product Data.
  - 3. Samples.
  - 4. Quality assurance submittals.
  - 5. Submittals Schedule.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits.
  - 2. Applications for Payment.
  - 3. Performance and Payment Bonds.
  - 4. Insurance certificates.
  - 5. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
  - 2. Division 1 Section "Substitutions" specifies procedural requirements for handling requests for substitutions made after award of the Contract.
  - 3. Division 1 Section "Project Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
  - 4. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
  - 5. Division 1 Section "Construction Progress Documentation" specifies requirements for Submittal Schedules.
  - 6. Division 1 Section "Quality Requirements" specifies requirements for submittal of inspection and test reports.
  - 7. Division 1 Section "Warranties" specifies requirements for submittal of warranties at project closeout.

8. Division 1 Section "Project Record Documents" specifies requirements for submittal of Project Record Documents at project closeout.

### 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
  1. Preparation of Coordination Drawings is specified in Division 1 Section "Project Coordination" and may include components previously shown in detail on Submittals.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.
- D. For Specification sections listing manufacturer's products that include the phrases "but are not limited to the following" or "approved equal", the Contractor shall be responsible to provide certification that the submitted product complies with the specified product. Include this certification with the submittal. Final approval of a product submitted as an "equal" shall be solely by the Architect.

### 1.4 SUBMITTAL PROCEDURES

- A. **Process submittals electronically through Newforma Project Cloud – web-based construction administration software.** Newforma serves as a collaborative web environment which expedites and organizes the review process. The Owner shall pay the fee (through the Architect) associated to acquire the use of a Newforma license for the project.
  1. Newforma shall provide a training session via web conference for the design and construction team.
  2. Submittals shall be processed and delivered electronically through Newforma's web-based submittal processing software.
  3. All samples/color selections shall be delivered by mail or courier. Samples shall be logged in via Newforma, but delivered hardcopy by mail.
  4. The design and construction team shall collectively maintain the submittal log through Newforma's submittal software.

**Each submittal shall include a single item or element of construction. A Submittal Cover Sheet, on the attached form, shall be completed, signed and certified by the Contractor for EACH submittal. The Architect will not accept submittals including multiple items or elements of construction. Submittals not meeting this procedure requirement may be returned with No Action Taken. No extension of Contract Time will be authorized due to failure to comply with this procedure.**

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
    - b. Be advised that all interior finishes will be reviewed together and finally determined after receipt of all shop drawings, product data and samples which pertain to the interior finish color selections and related equipment.
  3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow a minimum of fifteen (15) working days for review. Additional time may be required for further review and/or coordination with consultants and subsequent submittals as determined by Architect.
    - b. If a resubmittal is necessary, process the same as the original submittal.
    - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- C. Submittal Preparation: The Architect will not accept submittals received without the attached 'Submittal Cover Sheet'. The Contractor shall stamp the 'Submittal Cover Sheet' with a uniform, action stamp. The Contractor shall mark the stamp appropriately to indicate the action taken. **Submittals shall be pre-reviewed by the Contractor PRIOR to submittal to the Architect for review.** See Paragraph 1.6.C.1 this Section.
1. Use the 'Submittal Cover Sheet' attached at the end of this Section for all submittals.
  2. Complete all information required on 'Submittal Cover Sheet'. Failure to do so may result in return of the submittal with No Action Taken. No extension of Contract Time will be authorized because of failure to comply with this procedure.
- D. Contractor's Transmittal: The Architect will not accept submittals received from sources other than the Contractor.

## 1.5 SUBMITTALS SCHEDULE

- A. Submittals Schedule: Submit three copies of schedule to the Architect. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.

2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of Subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for final release or approval.
- B. Preparation: Submit a Submittals Schedule, arranged in chronological order by dates required by the Contractor's Construction Schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with List of Subcontractors, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial Submittal: Submit an initial Submittals Schedule concurrently with Initial Construction Schedule as noted in Division 1 Section "Construction Progress Documentation". Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture, fabrication, or delivery.
  3. Final Submittal: Submit a final Submittals Schedule concurrently with the final Contractor's Construction Schedule as noted in the Division 1 Section "Construction Progress Documentation". Include all remaining submittals. All submittals are required within ninety (90) days of the Notice to Proceed.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.6 SUBMITTALS

### A. SHOP DRAWINGS

1. Submit newly prepared information drawn accurately and to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - a. Dimensions.

- b. Identification of products and materials included by sheet and detail number.
- c. Notation of dimensions established by field measurement.
- d. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- e. Submittal: Submit four (4) copies for the Architect's review.
- f. The Architect will return one (1) marked copy to indicate action taken.
- g. Maintain a complete set of shop drawings on site during construction.
- h. Maintain a set of marked up Shop Drawings as part of the project record documents to be turned over to the Owner at Contract Closeout.
- i. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

B. PRODUCT DATA

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
- 2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations.
  - b. Compliance with trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
  - g. Submittal: Submit four (4) copies for the Architect's review.
  - h. The Architect will return one (1) marked copy to indicate the action taken.
  - i. Maintain a complete set of Product Data on site during construction.
  - j. Maintain a set of marked up Product Data as part of the project record documents to be turned over to Owner at Contract Closeout.
  - k. Do not use Product Data without an appropriate final stamp indicating action taken.

C. Action Stamp: The Contractor will stamp each sheet of Submittal with a uniform, action stamp. The Contractor shall mark the stamp appropriately to indicate the action taken.

- 1. Contractor's action stamp and all related review notations shall be applied with **GREEN** color ink

D. Distribution: Furnish copies of final approved Submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and all others required for performance of construction activities.

## 1.7 SAMPLES

- A. Where required by individual specification sections, submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.
    - d. Product name or name of the manufacturer.
    - e. Compliance with recognized standards.
    - f. Availability and delivery time.
  2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
    - c. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
  3. Submittal: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
  4. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
    - a. Refer to Paragraph 1.4 - Submittals Procedures for coordination of sample Submittals.

## 1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer certifying compliance with the specified requirements. The Architect reserves the right to require this certification to be notarized.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Requirements."

#### 1.9 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp to indicate the action taken, as follows:
  - 1. "NO EXCEPTION TAKEN": The Work covered by the submittal may proceed without further submittal provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2. "EXCEPTION(S) NOTED": The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  - 3. "SUBMIT SPECIFIED": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal indicating specified material; resubmit without delay.
  - 4. "REVISE AND RESUBMIT": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
  - 5. "REJECTED": Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Do not resubmit a revised copy; prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
- C. Unsolicited Submittals: The Architect will take no action on unsolicited submittals.

END OF SECTION 013300

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**SUBMITTAL COVER SHEET**  
(Attach to each copy of each submittal)

PROJECT NAME & NUMBER \_\_\_\_\_

ARCHITECT:



**Crabtree, Rohrbaugh & Associates - Architects**

401 East Winding Hill Road

Mechanicsburg, PA 17055

Maryland • Pennsylvania • Virginia • West Virginia

ENGINEER: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

ITEM SUBMITTED: \_\_\_\_\_

SUBMITTAL NO. \_\_\_\_\_

SPECIFICATION SECTION NO. \_\_\_\_\_

PARAGRAPH NO. \_\_\_\_\_

DRAWING REFERENCE \_\_\_\_\_

DETAIL NO. \_\_\_\_\_

CERTIFICATION: (Circle One)

A. Certified to comply with Drawings and Specifications.

B. Certified to comply with Drawings and Specifications except as noted on Contractor attachment(s)

Signature: Subcontractor/Supplier

Date

Signature: Prime Contractor

Date

Contractor's Action Stamp Here

Architect's Action Stamp Here

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**SUBMITTAL DEVIATION SHEET**  
(Attach this sheet behind Submittal Cover Sheet)

PROJECT NAME AND NUMBER: \_\_\_\_\_



**Crabtree, Rohrbaugh & Associates - Architects**  
401 East Winding Hill Road  
Mechanicsburg, PA 17055  
Maryland • Pennsylvania • Virginia • West Virginia

ARCHITECT: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

PRODUCT SPECIFIED: \_\_\_\_\_

SPECIFICATION SECTION NO. \_\_\_\_\_ PARAGRAPH NO. \_\_\_\_\_

DRAWING REFERENCE \_\_\_\_\_ DETAIL NO. \_\_\_\_\_

DESCRIPTION OF DEVIATION: \_\_\_\_\_

Signature: Subcontractor/Supplier	Date	Signature: Prime Contractor	Date
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ARCHITECT/ENGINEER REMARKS:

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**Crabtree, Rohrbaugh & Associates - Architects**

401 East Winding Hill Road

Mechanicsburg, PA 17055

Maryland • Pennsylvania • Virginia • West Virginia

**PROJECT NAME**

**Washington County Public Safety Training Center**

**PROJECT NO.**

**CRA Project No. 3089**

This document sets forth the terms and conditions of an agreement between

**Crabtree, Rohrbaugh & Associates**, and consultant \_\_\_\_\_

\_\_\_\_\_, collectively hereinafter referred to as the "Design Professional" and \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Contractor."

**AGREEMENT**

**DELIVERY OF FILES ON ELECTRONIC MEDIA**

Issuance of the Design Professional's Instruments of Service via electronic media in either .dwf or .dwg file format, hereinafter referred to as "Media" will be provided at the request of Contractor after Contracts have been awarded. This Media is provided without detail and dimensions and is for illustrative purposes only and does not amend, supplement or replace any drawing, Contract Document, Specification and/or in any way, the Contract requirements of such. The purpose of this Media is solely for coordination by Contractor and shall not be relied upon for any other purpose. Contractor fully releases the Design Professional, its agents, officers, and employees, and consultants, from any and all liability, including without limitation, damages, consequential damages, costs and attorney's fees that Contractor may incur as a result of its reliance on the information contained in the Media.

In accepting and utilizing Media provided by the Design Professional, Contractor covenants and agrees that all such Media are instruments of service between the Design Professional and the client of the Design Professional, who shall be deemed the author of the Media, and the Design Professional shall retain all common law, statutory law and other rights, including copyrights, whether or not such copyright is registered. Contractor acknowledges that the information and designs contained on the Media are provided to Contractor as a convenience and at the request of Contractor. Contractor also acknowledges that there may be undiscovered errors or inconsistencies in the Media that may result from any number of issues, including migrating the data from printed material to the Media or from others adding information to, or changing information in, the Media once transmitted to Contractor. Contractor agrees not to hold the Design Professional responsible for any defects Contractor may discover with the Media or information contained in the Media.

Contractor agrees not to use the Media, in whole or in part, for any purpose or project other than the Project of this Contract. Contractor agrees to waive all claims against the Design Professional resulting in any way from use of the Media.

Contractor agrees, to the fullest extent permitted by law, to defend, release, indemnify and hold the Design Professional harmless from and against any and all claims, damage, loss, liability or cost, including reasonable attorney's fees and costs of defense, arising out of or resulting from any changes made by

anyone other than the Design Professional, or from any reuse of the Media, and data contained on the Media without the prior written consent of the Design Professional.

Contractor recognizes that information contained on the Media may not be 100% compatible with Contractor's computer system; therefore, Contractor agrees that the Design Professional shall not be liable for the completeness or accuracy of any materials provided on the Media arising out of, due to, or resulting from the difference in computer and software systems, or translations or mistranslation of electronic data, the incompatibility of viewing or operating programs, or the corruption of documents or data as a result of compatibility issues.

Contractor recognizes that information stored on electronic media including, but not limited to, computer disks may be subject to undetectable alteration and/or uncontrollable deterioration, due to, among other causes, errors in transmission, conversion, media degradation, software error or human error or alteration. Accordingly, the Media is provided for informational purposes only and is not intended as an end-product. Contractor therefore agrees that the Design Professional shall not be liable for the completeness or accuracy of any materials provided on the Media for this or any other reason whatsoever.

Under no circumstances shall the transfer of instruments of service in electronic media, for use by Contractor, be deemed a sale by the Design Professional, and the Design Professional makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose of the electronic media, or the information stored or contained thereon. Contractor acknowledges that the Media is provided as a convenience by the Design Professional at Contractor's request, and Contractor assumes all risk in the use of the Media, and the data contained therein for any purpose. Contractor further acknowledges that the Design Professional was not engaged to provide usable electronic data, or a usable system, compilation, Model or program to Contractor or any other party. Contractor agrees that the Design Professional shall not be liable in any manner whatsoever for any subsequent usage of the data provided on electronic media.

Contractor agrees that in the event of a conflict between non-electronic data and data provided on the Media, including but not limited to the Model, the data contained on non-electronic documents prevails over data on the Media. While the Design Professional has made a reasonable effort in accordance with the generally accepted standards of professional skill and care so that the data contained on the Media is accurate, the Design Professional makes no representation or warranty concerning the accuracy of the data contained on the Media, or any viruses contained in the materials as delivered or any other defect or error or alleged defect or error in the materials as delivered.

Contractor, by submitting a Bid and requesting electronic media from the Design Professional, accepts all terms of use of the Media as stated herein. Media will be provided to Contractor, upon Contractor's request, and upon remittance of payment to the following schedule:

- 1 to 10 Sheets as they appear in the Contract Documents - \$100
- 11 to 20 Sheets as they appear in the Contract Documents - \$200
- 21 to 30 Sheets as they appear in the Contract Documents - \$300
- 31 to 40 Sheets as they appear in the Contract Documents - \$400

The above costs apply to Architectural sheets only. The cost for electronic files for the engineering disciplines may vary. The Engineer of Record, as the author of the engineering drawings, shall be contacted directly for cost information, and the procedures for requesting their electronic media.

**Instructions:**

AutoCAD files can be provided in .dwg or .dwt format only. Submit Media Agreement directly to the Design Professional for which the files are being requested. Send signed agreement and Check payable to the design professional.

Identify files requested:

_____	_____
_____	_____
_____	_____

**TOTAL:\$**\_\_\_\_\_

**AGREED:**

**CONTRACTOR**

**DESIGN PROFESSIONAL**

_____	_____
_____	_____

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## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 2 through 16 Sections for specific test and inspection requirements.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

#### 1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of applicable regulations and retain at Project site to be available for reference by parties who have a reasonable need.

#### 1.6 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

- D. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists

shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
1. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Special Tests and Inspections: Contractor shall engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify the Owner, Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and reinspect corrected work. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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## SECTION 0014100 REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. General: Comply with the applicable Articles and Sections of the Annotated Code of Maryland.
- B. General Safety and Health Regulations.
- C. Discrimination
- D. Environmental Statutes and Regulations
- E. Miscellaneous Regulations.
  - 1. Buy American Steel Act
  - 2. Financial Disclosure
  - 3. Political Contribution Disclosure
  - 4. Retention of Records

#### 1.3 GENERAL SAFETY AND HEALTH REGULATIONS.

- A. The use of products containing asbestos will not be permitted.
- B. Nothing contained in the Contract shall be construed as relieving Contractor in any way of Contractor's responsibility for strict compliance with all governmental requirements, pertaining to health and safety.
- C. The Contract is to be governed at all times by applicable provisions of federal law, including but not limited to the following:
  - 1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - 2. Part 1910 - Occupational Safety and Health Standards, Chapter XIII of Title 29, Code of Federal Regulations
  - 3. Maryland State Safety Health Act (MOSHA)
- D. Project safety procedures/policies for construction activities shall be adhered to at all times. Refer to PART 3 - EXECUTION for further safety information and requirements.

#### 1.4 DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant because of race, creed, color or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provide by the Owner concerning discrimination.
- B. The Contractor shall send to each labor union or representative of workers with which he has collective bargaining agreements or contract or understanding a notice to be provided by the Owner advising the said union or worker's representative of the Contractor's commitments under this section, and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. The Contractor shall furnish, if requested by the Owner a compliance report concerning their employment practices and policies in order for the Owner to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- D. In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract, this contract maybe canceled, terminated or suspended in whole or in part and the Contractor may be declared in eligible for further Prince George's County Public School work.
- E. The Contractor shall include the special provisions outlined herein, pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by him in order to carry out the terms and conditions of this contract. So that such nondiscrimination in employment provisions shall be binding on each subcontract.

#### 1.5 ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all applicable provisions of federal and state laws dealing with the prevention of environmental pollution and the preservation of natural resources, including but not limited to the Federal Air Quality Act of 1967; the Clean Air Act; the Clean Water Restoration act; the Water Pollution Control Act Amendments of 1956; the Water Quality Act of 1965; the Water Quality Improvement Act of 1970; the Water Pollution Control Act Amendments of 1972; the Water Facilities Act (see Consolidated Farmer's Home Administration Act of 1961); the Watershed Protection and Flood Prevention Act; the Clean Streams Law; the Solid Waste Management Act; the Municipal Waste Planning, Recycling and Waste Reduction Act; A.H.E.R.A; and all rules and regulations thereunder, including but not limited to, those formulated by the United States Environmental Protection Agency, the Maryland Department of the Environment. Nothing contained in the Contract shall be construed as relieving Contractor in any way of Contractor's responsibility for strict compliance with all governmental requirements pertaining to environmental protection.

- B. Nothing contained in the Contract Documents for construction shall be construed by the Contractor as relieving him in any way of his responsibility for strict compliance with the statutes, rules and regulations contained in the above mentioned Environmental Protection Act.

#### 1.6 MISCELLANEOUS REGULATIONS

- A. MARYLAND BUY AMERICAN STEEL ACT: The Contractor shall comply with Section 17-301 through Section 17-306 of Annotated Code of Maryland, State Finance and Procurement Article. The "Buy American Steel" Act of Maryland defines "steel products" as any product: "rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, bessemer, or other steel making process."
- B. FINANCIAL DISCLOSURE: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland. Every business that enters into contracts, leases, or other agreements, with that State of Maryland or its agencies, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when aggregate value of these contracts, leases to other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- C. POLITICAL CONTRIBUTION DISCLOSURE: The Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 the Annotated Code of Maryland, which requires that every person that enters into contracts , leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$10,000 or more, shall on or before February 1, of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.
- D. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the Owner or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by the Owners authorized representatives at all times.
- E. DRUGS, TOBACCO AND ALCOHOL: All of the Washington County properties are "drug, tobacco, and alcohol free zones" as designated by state and local laws. Neither the Contractor nor any of his employees or subcontractors are permitted to have any drugs, tobacco, or alcohol products on school property. Use or possession of such items on school properties will result in immediate termination of the Contract.

Upon termination of the contract, the contractor will be paid for all services performed to date but will not be paid for any lost or anticipated profits due to termination of the Contract. The Contractor will be removed from all bids with the Prince George's County Public Schools for a period not to exceed two years. Washington County will provide an unsatisfactory reference when inquiries are made.

## PART 2 - PRODUCTS Not Used.

## PART 3 - EXECUTION

### 3.1 SAFETY REQUIREMENTS

- A. All work shall be performed in accordance with rules, regulations, procedures and safe practices and/or OSHA and all other Government agencies having jurisdiction over the project.

- B. MARYLAND OCCUPATIONAL SAFETY & HEALTH (MOSH) REQUIREMENTS

All contracts with the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY shall be governed by the STATE OF MARYLAND OCCUPATIONAL SAFETY AND HEALTH (MOSH) LAWS. Where any difference(s) may exist between any particular MOSH standard(s) and the corresponding, related United States Occupational Safety and Health Administration (OSHA) standard(s), MOSH LAW SHALL TAKE PRECEDENCE.

- 1. Information pertaining to any particular MOSH Law(s) may be obtained from:

STATE OF MARYLAND DEPARTMENT OF LICENSING AND REGULATION  
Division of Labor and Industry/Maryland Occupational Safety and Health  
1100 North Eutaw Street  
Baltimore, Maryland 21202  
Telephone No.: 410-767-2215

### 3.2 SAFETY PRECAUTIONS AND PROGRAMS:

- A. Each Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work.
- B. All Contractors shall comply with the provisions of the "Occupational Safety and Health Act" and Federal, State and local requirements.
- C. If a Contractor fails to maintain the safety precautions required by law or directed by authorities having jurisdiction, the Owner may take such action as necessary and charge the Contractor therefore. The failure of the Owner to take any such action shall not relieve the Contractor of his obligations.
- D. The Contractor individually shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
- E. Prior to mobilizing to the job, the Contractor shall submit, in writing, a description of his safety program. During the conduct of the work, the Contractor shall immediately notify the Owner

and Architect in writing of all accidents and shall submit a written report describing in detail the circumstances of each accident within 24 hours of its occurrence. All Contractors shall notify the Architect of any flammable, combustible and/or toxic materials intended for use on the project and shall furnish literature pertinent to the use and control of all materials, including, but not limited to M.S.D.S. sheets.

- F. Each Contractor shall delegate one representative who shall be responsible to maintain all safety requirements of the Contractor.

### 3.3 SAFETY OF PERSONS AND PROPERTY:

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage or loss to:
  - 1. All school personnel, employees on the work site and all other persons who may be affected thereby.
  - 2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-Subcontractors.
  - 3. Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction and underground property.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority, including the Owner's requirements bearing on the Safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including danger signs and other warnings against hazards.
- D. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, his Subcontractors, his Sub-Subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them be liable.
- E. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its integrity and safety.
- F. Contractors using a method of blasting to perform work on the project shall use all proper methods, including adequate safety matting and/or overburden, progressive time sequences and scaled distances, in accordance with all governmental regulations.
- G. The use of audio equipment and headsets will not be permitted on the construction site.

### 3.4 PERSONAL PROTECTION REQUIREMENTS

- A. All persons entering the project shall wear hard hats in good condition and meet ANSI 289.11997. Hard hats shall be worn in the proper manner.
- B. All persons entering the project shall wear proper work boots, clothing and attire including long trousers and shirts. No obscene or inappropriate messages may be displayed on clothing. What constitutes obscene or inappropriate will be at the sole discretion of the Owner.
- C. All job site personnel are expected to strictly adhere to the following rules and regulations:
  - 1. Use of approved eye protection by all Contractor personnel shall be required during all types of percussion and reciprocating work or when other requirements govern.
  - 2. Approved respiratory equipment shall be worn by all personnel exposed to hazardous volumes of toxic or noxious dusts, fumes, mists, or gases.
  - 3. Personal protective equipment is to be used under unusual conditions, such as high temperature work, handling caustic or corrosive liquids, or molten metals.
  - 4. The Contractor is responsible for providing safety training to all of his employees.
  - 5. All shipments to the site shall have the required documentation and labels attached and the documentation and labels shall be maintained while the material is on site.
  - 6. As defined in the occupational Safety & Health Act, safety belts, complete with lanyards, or parachute-style harness, complete with lanyard, are to be used where there is a danger of falling.

### 3.5 HOUSEKEEPING

- A. Materials and equipment must be piled up or stored in a safe manner. Aisles must be kept clear.
- B. All drop cables/extension cords shall be elevated above the ground or protected in such a way to allow traffic to pass.
- C. Consumption of food and beverages shall be in designated areas and at specified times.
- D. Glass-bottled refreshments will not be allowed in the workplace.
- E. Welding stubs and shells from explosive activated tools shall be collected and properly disposed of by Contractor.
- F. The cords and connections at temporary panels must be maintained in an orderly fashion at all times to prevent tripping.
- G. Nails are to be bent over and/or removed from wood.
- H. Aisles, stairwells and base areas of ladders are to be kept clear at all times.

### 3.6 M.S.D.S.-CONTROLLED PRODUCTS

- A. The Contractor is responsible for notifying the Owner, of any controlled products that they bring or cause to have brought onto the site. The Contractor shall submit copies of the Material Safety Data Sheet (M.S.D.S.) for the controlled product, and the Contractor shall retain a copy of the M.S.D.S. on site for their own reference. The legal storage, use, and disposal of any controlled product is the responsibility of the Contractor.
- B. The Contractor shall comply with OSHA Communications' Standards 29 CFR 1910- 1200 for hazardous materials. The Contractor shall maintain a Material Safety Data Sheet on file at the jobsite for each chemical brought to the site.
- C. Temporary storage of hazardous materials shall be the responsibility of the Contractor. Final cleanup and removal shall be by the Contractor.

### 3.7 EMERGENCIES

- A. In any emergency affecting the safety or persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss and shall immediately notify the Owner and Architect of such emergency conditions. Any claims made by the Contractor for additional compensation or extension of time on account of emergency work shall be processed in accordance with the Conditions of the Contract.

END OF SECTION

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## SECTION 014101 – SAFETY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. General: This Section specifies the required safety procedures for this Project.
- B. It is recognized that the safety of all personnel is the responsibility of the General Contractor involved in the construction of this Project. It is the contractual obligation of each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. The General Contractor shall assure the safety of their personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of their work in accordance with all Local, State and Federal regulations. The General Contractor is responsible for any safety requirements that are contractually those of any Contractor.
- C. The General Contractor is the “Lead Contractor” with respect to jobsite safety. Responsibilities and authority of the General Contractor shall be as follows:
  - 1. This Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.
  - 2. Where the work of one (1) Contractor places another Contractor’s workers in jeopardy, the “Lead Contractor” shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained.
  - 3. This Contractor will maintain a “competent person” on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during the inspection by OSHA employees.
  - 4. This Contractor shall direct any of its subcontractor to make corrections in the event of a safety violation.
  - 5. This Contractor’s responsibilities and corresponding authority will be as defined in the General Conditions of the Contract for Construction.
  - 6. The General Contractor will maintain primary responsibility for the safety of their workers and their subcontractors.
  - 7. The General Contractor shall provide regular and periodic safety inspections and reports by an independent safety consultant. Inspections and reports shall be performed at least once every three months.
  - 8. The General Contractor shall provide a safety representative who is trained in First Aid and CPR.
  - 9. Separation of students and faculty from workers will be required to the extent possible.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

- A. The Contractor shall notify the Owner of any personal injury that could require medical treatment of any Contractor or their subcontractor's employees at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the Owner as promptly as possible after the occurrence of such injury or damage but at the maximum 24 hours. Within 48 hours of such occurrence, the Contractor shall furnish to the Owner a complete written report of such injury or damage. Accident Reports shall include specific actions taken by the Contractor to preclude recurrence of similar incidents.

3.2 EMERGENCY DATA

- A. Each Contractor shall provide the Owner with the following emergency data prior to beginning work at the project site:
1. Emergency care facility to be utilized, address and telephone number.
  2. Insurance company and local agent/name, address and telephone number.
  3. Detailed description of overall corporation or company safety program.
  4. Employees qualified in type of first aid, list employee and associated skill.
  5. Detailed description of specifically tailored job site safety program.
  6. Identify corporate and job site safety officer.
  7. Submit weekly TOOL BOX SAFETY TALK program/meeting minutes including:
    - a. Day of week.
    - b. Time of day.
    - c. Location.
    - d. Attendance record.
    - e. Agenda.
    - f. Unsafe items previously discussed, date of correction.
    - g. Identify on-site personnel with FIRST AID training.
  8. All applicable MSDS Program sheets. (Include numbered pages and Table of Contents.
  9. Submit completed hazardous substance survey form.
  10. Review project "Emergency Response Plan" with the Owner.

3.3 SAFETY AGREEMENT

- A. The General Contractor shall review and comply with the following Safety Agreement before beginning work:

As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement.

The General Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.

The General Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work. When so ordered, the Contractor agrees to stop any part of the Work which the "Lead Contractor" or any other applicable agency may deem unsafe until corrective measures satisfactory to the Owner and in accordance with the applicable Federal and/or State regulations have been taken and further agrees to make no claim for damages growing out of such stoppages. Should the General Contractor neglect to adopt such corrective measures, the Owner may elect to hire an entity, perform the corrections and deduct the cost from payments due or to become due the Contractor. Failure on the part of the Owner to stop unsafe practices shall in no way relieve the General Contractor of his responsibility.

The Contract realizes that an effective accident prevention program is to the mutual benefit of all Contractors through improved employee and public relations and through increased efficiency and production. Further, no accident prevention activity can be truly effective without the sincere cooperation of each Contractor performing on the site. Your attention is directed, but not limited to the following items:

#### 3.4 HOUSEKEEPING

- A. Indiscriminate accumulations of debris, waste or scrap in work areas will not be permitted. (Areas will be designated for storage or disposal). All materials, tools and equipment must be stored in an orderly manner in designated areas.

#### 3.5 PERSONAL PROTECTION EQUIPMENT

- A. The General Contractor must furnish their employees with the proper type of personal protective equipment as required by the operations being performed, including, but not necessarily limited to the following:
  - 1. Hard Hats must be furnished to employees and worn at ALL times when on this project, whether or not an overhead hazard exists or what state the project may be in.
  - 2. The Owner requires that appropriate attire be worn at all times while employees are working on-site. Appropriate attire shall be as deemed necessary by the Owner and in accordance with all applicable OSHA regulations.

#### 3.6 SAFETY MEETINGS

- A. The General Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting once a week. The meetings may either be presided over by the Contractor's foreman or another competent representative designated by the General Contractor.

### 3.7 FIRE PROTECTION

- A. The General Contractor must supply approved fire extinguishers for emergency use within his own immediate area of operation, including the Contractor's office, tool and storage enclosures.

### 3.8 TREATMENT OF INJURIES

- A. The General Contractor shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The General Contractor shall maintain adequate First Aid Facilities in the field.

### 3.9 COOPERATION

- A. Any deviation from this course of action will be called to the attention of the General Contractor for immediate correction.

### 3.10 INSTALLED SAFETY APPARATUS

- A. The General Contractor is responsible for the reinstallation of safety apparatus installed by other Contractors if removed to facilitate the installation of their own Contract Work.

### 3.11 WEAPONS POLICY

- A. All persons are prohibited from carrying, possessing or storing a handgun, firearm, or weapon of any kind while on the Project site, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.
- B. Failure to abide by all terms and conditions of this policy may result in discipline up to and including termination. Further, carrying any weapon onto the Owner's property in violation of this policy will be considered an act of criminal trespass and possession of a weapon will be grounds for immediate removal of the person from the Project Site, and may result in prosecution.

### 3.12 RADIOS

- A. The playing of radios will not be permitted on this project.

END OF SECTION 014101

## SECTION 014110 - ENVIRONMENTAL REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. Information related to environmental regulatory requirements.
  - 2. Information related to contractor training requirements.
- B. Related Sections:
  - 1. Section 013100 - Project Coordination: Environmental Manager and Contractor training requirements.

#### 1.3 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with environmental regulations bearing on performance of the Work.
- B. Contractor's Training Program Records: For Owner's records, submit Contractor 40 CFR employee training records.

#### 1.4 QUALITY ASSURANCE

- A. Federal Environmental Regulatory Requirements: Comply with applicable regulations. The following is for Contractor's information only:
  - 1. Storm water permits; refer to The Office of Wastewater Management, NPDES Storm Water Program: <http://www.epa.gov/npdes/stormwater>
  - 2. Dredge and fill (Section 404) permits; refer to U.S. EPA Office of Wetlands, Oceans, and Watersheds (OWOW): <http://www.epa.gov/owow/>
  - 3. RCRA hazardous and non-hazardous solid waste requirements; refer to EPA's Office of Solid Waste and Emergency Response: <http://www.epa.gov/epaoswer/osw/laws-reg.htm>

4. Oil spill requirements for construction activities; refer to EPA Oil Program web site: <http://www.epa.gov/oilspill/>
  5. Hazardous substances (Superfund Liability) requirements for construction activities; refer to EPA's Superfund website: <http://www.epa.gov/superfund/index.htm>
  6. Polychlorinated Biphenyl (PCB) waste requirements; refer to EPA's Polychlorinated Biphenyl (PCB) Homepage: <http://www.epa.gov/pcb/>
  7. Air quality requirements for construction activities; refer to EPA'S Air Program Mobile Sources Page: <http://www.epa.gov/ebtpages/airmobilesources.html>
  8. Asbestos requirements for construction activities; refer to EPA's Asbestos Management and Regulatory Requirements Website: <http://www.epa.gov/fedsite/cd/asbestos.html>
  9. National Environmental Policy Act (NEPA) requirements for construction activities
  10. Endangered Species Act; refer to The US Fish and Wildlife Service Endangered Species Program: <http://endangered.fws.gov/>
  11. National Historic Preservation Act
- B. State and Local Environmental Regulatory Requirements: Comply with applicable regulations. The following is for Contractor's information only:
1. State Office/Department of Environmental Quality.
  2. Local Office/Department of Environmental Quality.
  3. The Construction Industry Compliance Assistance Center: <http://www.cicacenter.org/index.cfm>
  4. The National Environmental Compliance Assistance Clearinghouse: <http://cfpub.epa.gov/clearinghouse/>
  5. The Associated General Contractors of America (AGC): <http://www.agc.org/>
- C. Contractor's Training Program: Contractor shall provide environmental training for workers performing work on the project site. Training shall include the following:
1. Coordination with Environmental Manager and Contractor training requirements.
  2. Compliance with applicable federal environmental regulations.
  3. Compliance with applicable state and local environmental regulations.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

END OF SECTION 014110

## SECTION 014210 - ENVIRONMENTAL REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. Environmental reference standards cited in the Contract Documents.

#### 1.3 DEFINITIONS

- A. Definitions pertaining to sustainable development: As defined in ASTM E2114 and as specified herein.
- B. Biobased Materials: Fuels, chemicals, building materials, or electric power or heat produced from biomass as defined by The Biomass Research and Development Act of 2000. Minimum biobased content shall be as defined by the US Department of Agriculture pursuant to the US Farm Bill May 2002.
  - 1. Biobased content: The weight of the biobased material divided by the total weight of the product and expressed as a percentage by weight.
- C. Chain-of-Custody: Process whereby a product or material is maintained under the physical possession or control during its entire life cycle.
- D. Deconstruction: Disassembly of buildings to recover materials.
- E. DfE (Design for the Environment): A technique that includes elements of resource conservation and pollution prevention as applied in various product sectors. A technique that incorporates approaches which are part of product (or assembly) concept, need and design. Considerations involve material selection, material and energy efficiency, reuse, maintainability and design for disassembly and recyclability. Refer to ISO Guide 64 for additional clarification.
- F. Environmentally preferable products: Products and services that have a lesser or reduced effect on the environment in comparison to conventional products and services. Refer to EPA's Final Guidance on Environmentally Preferable Purchasing for more information <<http://www.epa.gov/epp/guidance/finalguidancetoc.htm>>.

- G. Non-Renewable Resource: A resource that exists in a fixed amount in various places in the earth's crust and that cannot be replenished on a human time scale. Non-renewable resources have the potential for renewal only by geological, physical, and chemical processes taking place over hundreds of millions to billions of years. Examples include: iron ore, coal, and oil.
- H. Perpetual Resource: A resource that is virtually inexhaustible on a human time scale. Examples include solar energy, tidal energy, and wind energy.
- I. Recycled Content Materials: Products that contain preconsumer or post-consumer materials as all or part of their feedstock. Recycled content claim shall be consistent with Federal Trade Commission (FTC) Guide for the Use of Environmental Marketing Claims.
- J. Renewable Resource: A resource that is grown, naturally replenished, or cleansed, at a rate which exceeds depletion of the usable supply of that resource. A renewable resource can be exhausted if improperly managed. However, a renewable resource can last indefinitely with proper stewardship. Examples include: trees in forests, grasses in grasslands, and fertile soil.

#### 1.4 QUALITY ASSURANCE

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

#### 1.5 ABBREVIATIONS AND ACRONYMS

- A. Industry and Non-Profit Associations:  
AF&PA (American Forest & Paper Association): 1111 19th Street, NW Suite 800; Washington, DC 20036; 202-463-2712; [www.aboutsfi.org](http://www.aboutsfi.org)  
  
AGC (Associated General Contractors of America): (703) 548-3118; [www.agc.org](http://www.agc.org)  
  
ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.); 1791 Tullie Circle, N.E., Atlanta, GA 30329; 404-636-8400; [www.ashrae.org](http://www.ashrae.org)



ASLA (American Society of Landscape Architects): 636 Eye Street, NW; Washington, DC 20001-3736; 202-898-2444;

ASTM International (American Society for Testing and Materials International): 100 Barr Harbor Drive, PO Box C700; West Conshohocken, Pennsylvania, 19428-2959; 610-832-9585; [www.astm.org](http://www.astm.org)

CFPC (Certified Forest Products Council): 721 NW 9th Avenue, Suite 300; Portland, OR 97209; 503-224-2205; [www.certifiedwood.org](http://www.certifiedwood.org)

CIMA (Cellulose Insulation Manufacturers Association); (888) 881-2462; [www.cellulose.org](http://www.cellulose.org)

CRI (Carpet & Rug Institute): (800) 882-8846; [www.carpet-rug.com](http://www.carpet-rug.com)

FSC (Forest Stewardship Council): 1155 30th Street NW Suite 300; Washington D.C. 20007; 202 342 0413; [www.fscus.org](http://www.fscus.org)

GS (Green Seal): 1001 Connecticut Avenue, NW; Suite 827; Washington, DC 20036-5525; (202) 872-6400; [green seal@green seal.org](mailto:green seal@green seal.org)

Habitat for Humanity: (800) HABITAT.

IESNA (Illuminating Engineering Society of North America): (212) 248-5000; [www.iesna.org](http://www.iesna.org)

IGMA (Insulating Glass Manufacturers Alliance): (613) 233-1510; [www.igmaonline.org](http://www.igmaonline.org)

ISO (International Organization of Standardization): [www.iso.ch/iso/en/ISOOnline.frontpage](http://www.iso.ch/iso/en/ISOOnline.frontpage)

NAAQS (National Ambient Air Quality Standards): [www.epa.gov/airs/criteria.html](http://www.epa.gov/airs/criteria.html)

NAHB (National Association of Home Builders): 800-898-2842; [www.nahbrc.org](http://www.nahbrc.org)

NAIMA (North American Insulation Manufacturers Association): (703) 684-0084; [www.naima.org](http://www.naima.org)

NEBB (National Environmental Balancing Bureau): (301) 977-3698; [www.nebb.org](http://www.nebb.org)

NFRC (National Fenestration Rating Council): (301) 589-6372; [www.nfrc.org](http://www.nfrc.org)

NSF International (National Sanitation Foundation International): (800) 673-6275 or (734) 769-8010; [www.nsf.org](http://www.nsf.org)

USGBC (US Green Building Council): 1015 18th Street, NW, Suite 805; Washington, DC 20036; (202) 82-USGBC or 828-7422; [www.usgbc.org](http://www.usgbc.org)

WDMA (Window & Door Manufacturers Association): (800) 223-2301 or (847) 299-5200; [www.wdma.com](http://www.wdma.com)

B. Federal Agencies:

CE (Army Corps of Engineers): [www.usace.army.mil](http://www.usace.army.mil)

CPC (Consumer Product Safety Commission): (800) 638-2772; [www.cpsc.gov](http://www.cpsc.gov)

EPA (Environmental Protection Agency): (202) 272-0167; [www.epa.gov](http://www.epa.gov)

DOD (Department of Defense): [www.dod.gov](http://www.dod.gov)

DOE (Department of Energy): [www.doe.gov](http://www.doe.gov)

FDA (Food and Drug Administration): (888) 463-6332; [www.fda.gov](http://www.fda.gov)

FTC (Federal Trade Commission): [www.ftc.gov](http://www.ftc.gov)

GSA (General Services Administration): (202) 708-5082; [www.gsa.gov](http://www.gsa.gov)

HUD (Department of Housing and Urban Development): (202) 708-1112; [www.hud.gov](http://www.hud.gov)

LBL (Lawrence Berkeley National Laboratory): (510) 486-5605; [www.lbl.gov](http://www.lbl.gov)

NIST (National Institute of Standards and Technology): (301) 975-6478; [www.nist.gov](http://www.nist.gov)

OSHA (Occupational Safety & Health Administration): (800) 321-6742; [www.osha.gov](http://www.osha.gov)

USDA (Department of Agriculture): (202) 720-2791; [www.usda.gov](http://www.usda.gov)

1.6 REFERENCED STANDARDS

A. American Forest and Paper Association:  
Sustainable Forestry Initiative

B. American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE):  
ASHRAE/IES 90.1: Energy Efficient Design of New Buildings Except Low-Rise Residential  
Buildings.

C. American Society for Testing and Materials International (ASTM):  
B813 Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and  
Copper Alloy Tube  
C1199 Standard Test Method for Measuring the Steady-State Thermal Transmittance of  
Fenestration Systems Using Hot Box Methods  
C1227 Standard Specification for Precast Concrete septic Tanks  
C1240 Standard Specification for Use of Silica Fume for Use as a Mineral Admixture in  
Hydraulic-Cement Concrete, Mortar, and Grout  
C1386 Standard Specification for Precast Autoclaved AERATED Concrete (PAAC) Wall  
Construction Units  
C1452 Standard Specification for Reinforced Autoclaved Aerated Concrete Elements  
C1483 Standard Specification for Exterior Solar Radiation Control Coatings on Buildings  
C593 Standard Specification for Fly Ash and Other Pozzolans for Use With Lime  
C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for  
Use as a Mineral Admixture in Concrete

C739 Standard Specification for Cellulosic Fiber (Wood-Base) Loose-Fill Thermal Insulation  
 C989 Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars  
 D1067 Standard Test Methods for Acidity or Alkalinity of Water  
 D1435 Standard Practice for Outdoor Weathering of Plastics  
 D1972 Standard Practice for Generic Marking of Plastic Products  
 D2369 Standard Test Method for Volatile Content of Coatings  
 D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber  
 D3960 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings  
 D4552 Standard Practice for Classifying Hot-Mix Recycling Agents  
 D4840 Standard Guide for Sampling Chain-of-Custody Procedures  
 D4887 Standard Test Method for Preparation of Viscosity Blends for Hot Recycled Bituminous Materials  
 D5033 Standard Guide for Development of ASTM Standards Relating to Recycling and Use of Recycled Plastics  
 D5106 Standard Specification for Steel Slag Aggregates for Bituminous Paving Mixtures  
 D5116 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products  
 D5157 Standard Guide for Statistical Evaluation of Indoor Air Quality Models  
 D5268 Standard Specification for Topsoil Used for Landscaping Purposes  
 D5359 Standard Specification for Glass Cullet Recovered from Waste for Use in Manufacture of Glass Fiber  
 D5435 Standard Test Method for Diagnostic Soil Test for Plant Growth and Food Chain Protection  
 D5463 Standard Guide for Use of Test Kits to Measure Inorganic Constituents in Water  
 D5505 Standard Practice for Classifying Emulsified Recycling Agents  
 D5509 Standard Practice for Exposing Plastics to a Simulated Compost Environment  
 D5512 Standard Practice for Exposing Plastics to a Simulated Compost Environment Using an Externally Heated Reactor  
 D5603 Standard Classification for Rubber Compounding Materials—Recycled Vulcanizate Particulate Rubber  
 D5663 Standard Guide for Validating Recycled Content in Packaging Paper and Paperboard  
 D5759 Standard Guide for Characterization of Coal Fly Ash and Clean Coal Combustion Fly Ash for Potential Uses  
 D5792 Standard Practice for Generation of Environmental Data Related to Waste Management Activities: Development of Data Quality Objectives  
 D5834 Standard Guide for Source Reduction Reuse, Recycling, and Disposal of Solid and Corrugated Fiberboard (Cardboard)  
 D5851 Standard Guide for Planning and Implementing a Water Monitoring Program  
 D5852 Standard Test Method for Erodibility Determination of Soil in the Field or in the Laboratory by the Jet Index Method  
 D5879 Standard Practice for Surface Site Characterization for On-Site septic Systems  
 D5921 Standard Practice for Subsurface Site Characterization of Test Pits for On-Site septic Systems

D5925 Standard Practice for Preliminary Sizing and Delineation of Soil Absorption Field Areas for On-Site septic Systems  
 D596 Standard Guide for Reporting Results of Analysis of Water  
 D6002 Standard Guide for Assessing the Compostability of Environmentally Degradable Plastics  
 D6006 Standard Guide for Assessing Biodegradability of Hydraulic Fluid  
 D6007 Standard Test Method for Determining Formaldehyde Concentration in Air from Wood Products Using a Small Scale Chamber  
 D6046 Standard Classification of Hydraulic Fluids for Environmental Impact  
 D6081 Standard Practice for Aquatic Toxicity Testing of Lubricants: Sample Preparation and Results Interpretation  
 D6108 Standard Test Method for Compressive Properties of Plastic Lumber and Shapes  
 D6109 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastic Lumber  
 D6112 Standard Test Methods for Compressive and Flexural creep and Creep-Rupture of Plastic Lumber and Shapes  
 D6117 Standard Test Methods for Mechanical Fasteners In Plastic Lumber and Shapes  
 D6145 Standard Guide for Monitoring Sediment in Watersheds  
 D6146 Standard Guide for Monitoring Aqueous Nutrients in Watersheds  
 D6155 Standard Specification for Nontraditional Coarse Aggregates for Bituminous Paving Mixtures  
 D6245 Standard Guide for Using Indoor Carbon Dioxide Concentrations to Evaluate Indoor Air Quality and Ventilation  
 D6261 Standard Specification for Extruded and Compression Molded Basic Shapes Made from Thermoplastic Polyester (TPES)  
 D6262 Standard Specification for Extruded, Compression Molded, and Injection Molded Basic Shapes of Poly(aryl ether ketone) (PAEK)  
 D6270 Standard Practice for Use of Scrap Tires in Civil Engineering Applications  
 D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers  
 D6330 Standard Practice for Determination of Volatile Organic Compounds (Excluding Formaldehyde) Emissions from Wood-Based Panels Using Small Environmental Chambers Under Defined Test Conditions  
 D6345 Standard Guide for Selection of Methods for Active, Integrative Sampling of Volatile Organic Compounds in Air  
 D6400 Standard Specification for Compostable Plastics  
 D6435 Standard Test Method for Shear Properties of Plastic Lumber and Plastic Lumber Shapes  
 D6629 Standard Guide for Selection of Methods for Estimating Soil Loss by erosion  
 D6662 Standard Specification for Polyolefin-Based Plastic Lumber Decking Boards  
 D6670 Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/Products  
 D6712 Standard Specification for Ultra-High-Molecular-Weight Polyethylene (UHMW-PE) Solid Plastic Shapes  
 E1021 Standard Test Methods for Measuring Spectral Response of Photovoltaic Cells  
 E1023 Standard Guide for Assessing the Hazards of a Material to Aquatic Organisms and Their Uses

E1038 Standard Test Method for Determining Resistance of Photovoltaic Modules to Hail by Impact with Propelled Ice Balls  
E1039 Standard Test Method for Calibration of Silicon Non-Concentrator Photovoltaic Primary Reference Cells Under Global Irradiation  
E1040 Standard Specification for Physical Characteristics of Nonconcentrator Terrestrial Photovoltaic Reference Cells  
E1042 Standard Classification for Acoustically Absorptive Materials Applied by Trowel or Spray  
E1056 Standard Practice for Installation and Service of Solar Domestic Water Heating Systems for One- and Two-Family Dwellings  
E1160 Standard Guide for On-Site Inspection and Verification of Operation of Solar Domestic Hot Water Systems  
E1171 Standard Test Method for Photovoltaic Modules in Cyclic Temperature and Humidity Environments  
E1266 Standard Practice for Processing Mixtures of Lime, Fly Ash, and Heavy Metal Wastes in Structural Fills and Other Construction Applications  
E1328 Standard Terminology Relating to Photovoltaic Solar Energy Conversion  
E1333 Standard Test Method for Determining Formaldehyde Concentrations in Air and Emission Rates from Wood Products Under Defined Test Conditions Using a Large Chamber  
E1362 Standard Test Method for Calibration of Non-Concentrator Photovoltaic Secondary Reference Cells  
E1374 Standard Guide for Open Office Acoustics and Applicable ASTM Standards  
E1376 Standard Test Method for Measuring the Interzone Attenuation of Sound Reflected by Wall Finishes and Furniture Panels  
E1423 Standard Practice for Determining the Steady State Thermal Transmittance of Fenestration Systems  
E1433 Standard Guide for Selection of Standards on Environmental Acoustics  
E1462 Standard Test Methods for Insulation Integrity and Ground Path Continuity of Photovoltaic Modules  
E1596 Standard Test Methods for Solar Radiation Weathering of Photovoltaic Modules  
E1597 Standard Test Method for Saltwater Pressure Immersion and Temperature Testing of Photovoltaic Modules for Marine Environments  
E1609 Standard Guide for Development and Implementation of a Pollution Prevention Program  
E1678 Standard Test Method for Measuring Smoke Toxicity for Use in Fire Hazard Analysis  
E1686 Standard Guide for Selection of Environmental Noise Measurements and Criteria  
E1780 Standard Guide for Measuring Outdoor Sound Received from a Nearby Fixed Source  
E1799 Standard Practice for Visual Inspections of Photovoltaic Modules  
E1802 Standard Test Methods for Wet Insulation Integrity Testing of Photovoltaic Modules  
E1830 Standard Test Methods for Determining Mechanical Integrity of Photovoltaic Modules  
E1861 Standard Guide for Use of Coal Combustion By-Products in Structural Fills  
E1918 Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field

E1923 Standard Guide for Sampling Terrestrial and Wetlands Vegetation  
 E1963 Standard Guide for Conducting Terrestrial Plant Toxicity Tests  
 E1971 Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings  
 E1980 Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces  
 E1983 Standard Guide for Assessment of Wetland Functions  
 E1991 Standard Guide for Environmental Life Cycle Assessment of Building Materials/Products  
 E2047 Standard Test Method for Wet Insulation Integrity Testing of Photovoltaic Arrays  
 E2114 Standard Terminology for Sustainability Relative to the Performance of Buildings  
 E2129 Standard Practice for Data Collection for Sustainability Assessment of Building Products  
 E477 Standard Test Method for Measuring Acoustical and Airflow Performance of Duct Liner Materials and Prefabricated Silencers  
 E683 Standard Practice for Installation and Service of Solar Space Heating Systems for One- and Two-Family Dwellings  
 E772 Standard Terminology Relating to Solar Energy Conversion  
 E781 Standard Practice for Evaluating Absorptive Solar Receiver Materials When Exposed to Conditions Simulating Stagnation in Solar Collectors With Cover Plates  
 E782 Standard Practice for Exposure of Cover Materials for Solar Collectors to Natural Weathering Under Conditions Simulating Operational Mode  
 E823 Standard Practice for Nonoperational Exposure and Inspection of a Solar Collector  
 E850 Standard Practice for Use of Inorganic Process Wastes as Structural Fill  
 E861 Standard Practice for Evaluating Thermal Insulation Materials for Use in Solar Collectors  
 E881 Standard Practice for Exposure of Solar Collector Cover Materials to Natural Weathering Under Conditions Simulating Stagnation Mode  
 E903 Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres  
 E904 Standard Practice for Generating All-Day Thermal Performance Data for Solar Collectors  
 E948 Standard Test Method for Electrical Performance of Photovoltaic Cells Using Reference Cells Under Simulated Sunlight  
 F1732 Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer and Drain Pipe Containing Recycled PVC Material

- D. Bat Conservation International:  
Bat Approved Bat Houses
- E. Center for Resource Solutions  
Green-e program
- F. EPA:  
Comprehensive Procurement Guidelines  
Energy Star  
Environmentally Preferable Purchasing Program Final Guidance  
Heat Island Initiative

National Performance Track  
Product Stewardship Program

- G. Green Seal:
  - GC-03 Anti-Corrosive Paints
  - GC-12 Occupancy Sensors
  - GC-13 Split-Ductless Air-Source Heat Pumps
  - GS-05 Compact Fluorescent Lamps
  - GS-11 Paints
  - GS-13 Windows
  - GS-14 Window Films
  - GS-31 Electric Chillers
  - GS-32 Photovoltaic Modules
  - GS-36 Commercial Adhesives
  - GS-37 Industrial & Institutional Cleaners
- H. National Institute of Building Sciences:  
Whole Building Design Guide
- I. Federal Trade Commission:  
Guide for the Use of Environmental Marketing Claims
- J. Forest Stewardship Council:  
Chain-Of-Custody  
Forest Management
- K. International Organization of Standardization:  
ISO Guide 64; Guide for Inclusion of Environmental Aspects in Product Standards  
ISO 14004 Environmental Management Systems – General Guidelines on Principles, Systems and Supporting Techniques
- L. National Association of Home Builders:  
Advanced Framing Techniques: Optimum Value Engineering
- M. National Institute of Standards and Technology:  
BEES (Building for Environmental and Economic Sustainability) Lifecycle Decision Support Tool
- N. US Department of Agriculture:  
Biobased Products – Definitions and Descriptions
- O. US Green Building Council:  
LEED™ for Schools 2009 rating program

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 014210



## SECTION 015000 - TEMPORARY FACILITIES & CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
  - 3. Telephone service.
  - 4. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds.
  - 2. Temporary roads and paving.
  - 3. Dewatering facilities and drains.
  - 4. Temporary enclosures.
  - 5. Hoists and temporary elevator use.
  - 6. Temporary project identification signs and bulletin boards.
  - 7. Waste disposal services.
  - 8. Rodent and pest control.
  - 9. Construction aids and miscellaneous services and facilities.
  - 10. Temporary heat.
  - 11. Ventilation.
  - 12. Sanitary facilities, including drinking water.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary Fire Protection.
  - 2. Barricades, warning signs, and lights.
  - 3. Sidewalk bridge or enclosure fence for the site.
  - 4. Environmental protection.

### 1.3 DIVISION OF RESPONSIBILITIES

- A. General: Being a Single Prime Contract the General Contractor is responsible for providing all temporary facilities and controls necessary for completing the project within the contract time.
- B. The General Contractor is responsible for the following:
  - 1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
  - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting.
  - 3. Multi-phase power service or power requirements in excess of 120-V, single phase, temporary power. Electric service for welding.
  - 4. Field offices.
  - 5. Storage and fabrication sheds or trailers.
  - 6. Temporary heat, ventilation, humidity control, and enclosure of the building where these facilities are necessary for its construction activity but have not yet been installed. Refer to the "Temporary Heat" Paragraph in Part 3 below for additional information.
  - 7. All hoisting requirements.
  - 8. Collection and disposal of hazardous, dangerous, unsanitary, or other harmful waste material.
  - 9. Secure lockup of tools, materials, and equipment.
  - 10. Construction aids and miscellaneous services and facilities necessary.
  - 11. Temporary toilets, including disposable supplies.
  - 12. Temporary wash facilities, including disposable supplies.
  - 13. Containerized bottled-water drinking-water units.
  - 14. Continuous removal and disposal of construction waste and debris generated by construction activities. See specification Section 015240 – Construction Waste Management and Section 013520 – LEED Requirements for additional information.
  - 15. Temporary safety facilities.
  - 16. Temporary telephone service.
  - 17. Dewatering, including ice and snow removal, of the building pad and in areas of foundation excavation and for all general construction activities.
  - 18. Temporary roads.
  - 19. Temporary construction identification signs and temporary site directional signage.
  - 20. Rodent and pest control.
  - 21. Barricades, warning signs, and lights for construction activities.
  - 22. Enclosure fence as required for construction activities.
  - 23. Environmental protection for construction activities.
  - 24. Temporary enclosure of the building.
  - 25. Temporary heat, upon temporary enclosure of the building.
  - 26. Temporary ventilation, upon enclosure of the building.
  - 27. Security enclosure and lockup.
  - 28. Temporary water service. Prior to temporary utility availability, provide trucked-in service.

29. Completion of installation of permanent heating systems for use as temporary heat ninety days prior to the date of Substantial Completion for each building area or phase.
30. Operation and maintenance of permanent heating system when used for temporary heat after temporary enclosure of the building, beginning ninety days prior to the date of Substantial Completion for each area of the building.
31. Temporary electrical power service and distribution for general project use. Prior to temporary utility availability, provide trucked-in service.
32. Temporary lighting.
33. Temporary heat to the extent described in the Paragraph "Temporary Heat" in Part 3 below.

#### 1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect unless specifically noted otherwise. The Owner will not accept the General Contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time
- B. Water Service: The General Contractor will pay water service use charges, for all metered water used by all entities engaged in construction activities at the Project Site.
- C. Electric Power Service: The General Contractor will pay electric power service use charges, for all metered electric power used by all entities engaged in construction activities at the Project Site.
- D. Fuel for Temporary Heat: As described in the Temporary Heat paragraph.
- E. Telephone Service: The General Contractor shall be responsible for local and long distance telephone service installation and operating costs.

#### 1.5 SUBMITTALS

- A. Temporary Utilities: The General Contractor shall submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of the date established for submittal of the Contractor's Construction Schedule, the General Contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible.

#### 1.6 QUALITY ASSURANCE

- A. Regulations: The General Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.
  2. Health and safety regulations.
  3. Utility company regulations.
  4. Police, fire department and rescue squad rules.
  5. Environmental protection regulations.
- B. Standards: The General Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
  2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.7 PROJECT CONDITIONS

- A. Temporary Utilities: The General Contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: The General Contractor shall assume responsibility of each permanent service and for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities. The General Contractor shall make permanent facilities available in accordance with the approved Project Schedule.
  2. Warranty Period: The Warranty Period for the entire project shall begin on the date of Substantial Completion regardless of the start-up date for use as a temporary or permanent facility, including but not limited to materials and equipment.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: The General Contractor shall provide new materials. If acceptable to the Owner or Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with the requirements of Division 6 Section "Rough Carpentry."
  - 1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thicknesses indicated.
  - 2. For fences and vision barriers, provide minimum 3/8-inch thick exterior plywood.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.
- E. Open-Mesh Fencing: Provide 0.12-inch thick, galvanized 2-inch chainlink fabric fencing 6 feet high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches I.D. for line posts and 2-1/2 inches I.D. for corner posts.

### 2.2 EQUIPMENT

- A. General: The General Contractor shall provide new equipment. If acceptable to the Owner or Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide 120-V, single phase, ground-fault outlets at 50' on center in corridor areas and spaces larger than 800 square feet. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. At a minimum, install weather-proof sockets complete with 100 watt lamps at 20' on center in all corridor areas, circulation areas and all spaces over 400 square

feet. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: The General Contractor shall provide two prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes.
  - 1. The General Contractor shall provide and maintain a field office trailer for the duration of the project. In addition the General Contractor shall provide and maintain an Owner & Architect field office trailer for the duration of the project. Field offices to be portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors. Offices to be maintained during construction and removed at completion of work.
  - 2. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.
  - 3. Install field offices ready for occupancy upon mobilization or 15 days after Notice to Proceed, whichever occurs earlier.
  - 4. Parking: 4 stoned surface parking spaces ready for use by Owner (2 spaces) and Architect/Engineer and/or County representative connected to office by a hard surfaced walk. Provide signage reserving parking spaces for the specified representatives.
  - 5. Contractor employee residential occupancy: Not allowed on Owner's property.
  - 6. Locate offices and sheds minimum distance of 30 feet from existing and new structures.
  - 7. Do not use permanent facilities for field offices and/or storage.
  - 8. Storage and Fabrication Sheds/Spaces: Provide sheds/spaces sized, furnished and equipped to accommodate materials and equipment for construction operations. Provide heating and ventilating as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of products.
    - a. Store combustible materials away from building and/or offices.
  - 9. The General Contractor shall provide all required electrical and plumbing. Use charges for all electrical and water will be paid by the General Contractor, provide daily housekeeping services, provide snow removal services. The General Contractor shall also provide and maintain the following listing of fixtures, furniture and equipment for the field office for the duration of the project:
  - 10. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project Meetings specified in other Division 01 sections. General Contractor to keep office clean and orderly. Furnish and equip offices as follows:

- a. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - b. Conference room of sufficient size to accommodate contractor meetings. Provide electrical power service and 120-V AC duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
  - c. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 76 degrees F (20-25 degrees C).
  - d. Lighting fixtures capable of maintaining average illumination of 50 fc (215 lx) at desk height.
11. Owner & Architect Field Office: Structurally sound, secure, weather tight, with lighting, electrical outlets, heating, cooling, and ventilating equipment, and equipped with sturdy furniture, file cabinets, plan tables, plan racks, and bookcases, and of sufficient size to accommodate the needs of the Owner and Architect and to accommodate Project Meetings specified in other Division 01 sections; Keep office clean and orderly. Furnish and equip offices as follows:
- a. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - b. Conference room of sufficient size to accommodate meetings of 12 individuals. Provide electrical power service and 120-V AC duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
  - c. Provide separate private office, similarly equipped and furnished, for use by the Owner.
  - d. Drinking water and private toilet.
  - e. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 76 degrees F (20-25 degrees C).
  - f. Lighting fixtures capable of maintaining average illumination of 50 fc (215 lx) at desk height.
  - g. Owner Office:
    - 1) Separate space for sole use by the Owner, with a separate entrance door with new lock and two keys.
    - 2) Minimum 150 SF with minimum dimension to be 8'.
    - 3) Windows: Minimum 3 total with total area of 10 percent of floor area, with operable sash and insect screens. Locate to provide views of construction area.
    - 4) Electrical distribution Panel: Two circuits minimum, 110 volt, 60 Hz service.
    - 5) Minimum 4- 110 volt duplex convenience outlets, one on each wall.
    - 6) Telephone: As specified this section.
    - 7) High speed internet connection. High speed internet service; furnish and install and maintain service to the field office and owner office at the time of project mobilization for the duration of the project.
    - 8) Uninterruptable Power Supply- UPS. Shall be of a type that is appropriate and adequate to support the use of a laptop or desktop computer plus 3 minor electric/electronic devices (e.g. power transformers for cell phones).

- 9) Sanitary Facilities: Convenient access to private lavatory toilet facilities.
- 10) Drinking Fountain and/or bottled water cooler: Convenient access by workers.
- 11) Provide color printer, copier, scanner, ink, paper and data connection.
- h. Owner Office Furnishings:
  - 1) 1 desk 54 x 30 inch, with 3 drawers.
  - 2) 1 drafting table 36 x 72 inch, with one equipment drawer and full width parallel straight edge.
  - 3) 1 double door metal storage cabinet under table.
  - 4) Plan rack to hold working drawings, shop drawings, and record documents.
  - 5) 1 standard 4-drawer legal size metal file cabinet with locks and 2 keys for each lock.
  - 6) 6 LF of metal book shelves.
  - 7) 2 swivel arm chairs.
  - 8) 2 straight arm chairs (can be shared with the conference room).
  - 9) 1 tack board 36 x 30 inch.
  - 10) 1 waste basket for each desk and table.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- J. First Aid Supplies: Comply with regulations of authorities having jurisdiction.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. The General Contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.



### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with the utility company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
  - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
  - 1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 V, ac 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: When an overhead floor or roof deck has been installed, provide temporary lighting with local switching.
  - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: As described in the Temporary Heat paragraph below.
- F. Heating Facilities: As described in the Temporary Heat paragraph below.
- G. Temporary Telephone Service: Provide temporary telephone service to a location established by the Owner or Architect.
- H. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

- I. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
  - 1. Provide separate facilities for male and female personnel.
- J. Environmental Protection: In addition to provisions indicated on the drawings, provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

### 3.3 TEMPORARY HEAT

- A. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations, or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
  - 1. Provide temporary heat at varying stages of the Project to allow construction operations to proceed in an orderly, sequential manner. The following stages are milestones that must be clearly identified on the CPM Schedule as described in Division 1 Section "Construction Progress Documentation." The stages of the project are defined as follows:
    - a. Early Stage: The duration of the project from the start of construction to enclosure of the building. During this stage, the General Contractor is responsible to provide temporary heat and any temporary enclosure to contain the heated air necessary for all construction activities. The General Contractor is responsible to furnish the equipment and fuel for the temporary heating.
    - b. Intermediate Stage: The duration of the project from the time the building is wholly or partially enclosed as determined by the Owner and Architect but prior to the operation of the permanent HVAC equipment for construction heating. During this stage, the General Contractor shall provide temporary heating to establish an ambient air temperature in the building, or portion thereof, to maintain all construction activities, including the provision of necessary equipment and fuel. An ambient air temperature of 50 degrees F must be capable of being maintained throughout the area of work receiving temporary heat.
    - c. Final Stage: The duration of the project after building enclosure is attained and the permanent HVAC equipment is available to provide temporary heat and air conditioning as determined by the Owner and Architect. An ambient air temperature of 70 degrees F must be capable of being maintained uniformly. The General Contractor is responsible to provide start-up, maintenance and operation of all permanent HVAC units and provide temporary automatic temperature control wiring and devices to properly regulate the permanent devices. The General Contractor is responsible to have all permanent HVAC units that will provide temporary heat wired with their required power with service

disconnects and all other NEC requirements. If power cannot be provided using the permanent electrical panel, wiring or distribution, then the General Contractor must provide temporary means to meet the needs of the units. The General Contractor is responsible to have all permanent gas-fired HVAC units that will be used to provide temporary heat, connected to a source for gas that will provide the necessary pressure and volume to operate the units as if they are in normal use, including compliance with applicable codes. If gas cannot be provided using the permanent gas system for the building, then the General Contractor must provide temporary means to meet the needs of the units. ***Note: Warranties for all permanent HVAC equipment used for temporary heat and/or cooling shall not begin until substantial completion has been met. Refer specification Section 017700 for definition of Substantial Completion.***

2. Temporary heat shall be initiated and maintained to allow the performance of work for which a particular minimum ambient temperature must be maintained to meet the criteria described in individual sections of the technical specifications and as set forth by manufacturer's recommendations.
3. Temporary heat shall be provided to ensure that construction activities conform with the construction schedule and to the scheduling sequence established by the General Contractor and as further directed by the Owner and Architect.
4. The term "building enclosure" refers to a level of completion of the building, or a designated portion thereof that consists of the following:
  - a. Construction of roof structure, roof, insulation and roofing membrane.
  - b. Construction of back-up masonry or exterior metal studs with exterior sheathing.
  - c. Temporary enclosure of exterior wall openings. Refer to the "Temporary Enclosures" paragraph below for additional information.

B. Heating Facilities: Except where use of the permanent system is authorized, provide properly vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, or open burning or salamander type heating units is prohibited.

### 3.4 SUPPORT FACILITIES INSTALLATION

A. Storage and Fabrication Facilities: Install storage and fabrication sheds or mobile trailers, sized, furnished and equipped to accommodate materials and equipment involved. Facilities may be open shelters or fully enclosed.

B. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

1. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.

- C. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
- D. Dewatering Facilities and Drains: Maintain the site, excavations and construction free of water, ice and snow. Comply with Division 2 Sections and Contract Drawings for facilities and operations not directly associated with construction activities.
- E. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
  - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- I. Rodent and Pest Control: Before deep foundation Work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

- J. Stairs: Until permanent stairs are available provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.
- K. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Verify locations for temporary facilities with the Owner prior to installation.
  - 1. Maintain support facilities until near Substantial Completion.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. General: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Enclosure Fence: When excavation begins, install a lockable entrance gate and post "No Trespassing" signs at 50' on center around the site perimeter.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Construction Barriers: Install construction barriers at locations indicated on the drawings, or if not indicated, where required to maintain separation between occupied areas and areas involved in construction. Construction barriers shall be constructed of 3-5/8" metal studs at 16" o.c. with 5/8" type 'X' fire rated GWB each side of studs. Provide (1) coat of finishing compound on GWB. Also provide minimum 3" sound attenuation batt insulation between studs. Extend construction barriers from masonry wall to masonry wall and from existing structural floor to underside of structural floor or roof deck. Provide bead of acoustical caulk along floor and deck both sides of wall. Where authorized by the Owner, provide secure locking doorways of similar construction with non-removable pin hinges, pad locked on the construction side. Where doorways are approved by the Owner, all keys shall be delivered to the Owner. When access through doorways is desired, access must be approved by the Owner. Where doors are to be used as a means of egress during construction panic type hardware to be provided.
- H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid using tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities and good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Owner requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of the General Contractor. The Owner reserves the right to take possession of project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
  - a. Replace air filters and clean inside of ductwork and housings.
  - b. Replace significantly worn parts and parts subject to unusual operating conditions.
  - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000

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## SECTION 017200 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include the following:
  - 1. Copies of Record Drawings.
  - 2. Record Samples.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies general requirements for preparing and submitting Project Record Documents.
  - 2. Division 1 Section "Operation and Maintenance Data" for requirements regarding submittal of operation and maintenance manuals.
  - 3. Division 1 Section "Contract Closeout" specifies general closeout requirements.
  - 4. Divisions 2 through 16 Sections for specific Project Record Document requirements.
- D. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and Samples available at all times for the Architect's inspections.

#### 1.3 RECORD DRAWINGS

- A. Markup Procedure: During construction, maintain a set of black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes. Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.
  - 1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on

concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:

- a. Dimensional changes to the Drawings.
  - b. Revisions to details shown on the Drawings.
  - c. Depths of foundations below the first floor.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by change order or Construction Change Directive.
  - k. Changes made following the Architect's written orders.
  - l. Details not on original Contract Drawings.
2. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  3. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  4. Mark important additional information that was either shown schematically or omitted from original Drawings.
  5. Note Construction Change Directive numbers, alternate numbers, change-order numbers, and similar identification.

B. Responsibility for Markup: The Contractor shall prepare the record drawings.

1. Accurately record information in an understandable drawing technique.
2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
3. At time of Substantial Completion, submit record drawings to the Architect for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.

C. Copies and Distribution: Print 3 black-line prints of each drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable-paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.

1. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
2. Organize print sets. Place these sets in durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.
3. Submit the marked-up record set and 3 copy sets to the Architect for the Owner's records; the Architect will retain 1 copy set.

#### 1.4 RECORD SAMPLE SUBMITTAL

- A. Immediately prior to date of Substantial Completion meet with the Architect and the Owner's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's Sample storage space. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

#### 1.5 MAINTENANCE MANUAL SUBMITTAL

- A. Refer to Division 1 Section "Operation and Maintenance Data" for requirements regarding submittal of operation and maintenance manuals.

#### 1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Refer to Individual Specification Sections in Divisions 2 through 16 for additional record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Architect for the Owner's records.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 RECORDING

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

END OF SECTION 017200

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## SECTION 017700 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete and clean in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- B. When the General Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, and before the Architect and Owner issue a Certificate of Substantial Completion, the General Contractor shall submit a Punch List of observed items requiring completion or correction prior to final payment for review. The Punch List shall be prepared on the form provided in Division 1 Section "Contract Closeout." Failure to include an item does not alter the responsibility of the Contractors to complete all Work in accordance with the Contract Documents.
- C. Upon receipt of the General Contractor's Punch 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 Punch List, which is not sufficiently complete in accordance with the Contract Documents to 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.
- D. When the work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion.
- E. Preliminary Procedures: Before requesting inspection for a Certificate of Substantial Completion, complete the following. List ALL exceptions in the request.

1. In the Application for Payment that first follows the date Substantial Completion is claimed, show 100% completion for the portions of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100% completion cannot be shown, include a punch list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
    - c. Refer to Division 1 Section "Applications for Payment" for additional information regarding the application which first follows Substantial Completion.
  2. Advise the Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys and similar final record information.
  6. Deliver tools, spare parts, extra stock, and similar items.
  7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  9. Complete final cleanup requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred, exposed finishes.
- F. Inspection Procedures: Upon receipt of a request for inspection, the Architect will either proceed with the inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will perform a follow-up inspection, when requested and assure that the Work is substantially complete, and verify that all previously unfulfilled Work is substantially complete.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certificate of Final Acceptance and final payment, complete the following. List ALL exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Contractor's final list of items to be completed or corrected, endorsed, and dated by the Contractor. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  4. Submit consent of surety to final payment.
  5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  6. Refer to Division 1 Section "Applications for Payment" for additional information regarding the Final Application for Payment.
  7. Refer to Division 1 Section "Contract Closeout" and "Final Cleaning" for additional information regarding the project closeout, cleaning and punch list requirements.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a Certificate of Substantial Completion. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, reinspection will be repeated. If more than one (1) reinspection is required to assure final completion, all costs incurred by the Architect, both direct and indirect, shall be chargeable to the Contractor.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Lubricants.
  6. Fuels.
  7. Identification systems.

8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

### 3.2 PUNCH LIST FORM

- A. The Punch List is a comprehensive list of the General Contractors' observed items requiring completion or correction within 30 days of the date of Substantial Completion.
1. Using the Punch List Form in Section 01700a, list the location, the date, a description of the item and the Contractor responsible for the item. Upon request this form can be provided in MS Excel format.
- B. Upon receipt of the Punch List, the Architect will review; 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 Punch List, that item will be added to the list to include location, date, description and the Contractor responsible for completing the item.
- C. The Architect will return the Punch List and a Certificate of Substantial Completion that will establish the required completion date of the item. At the established completion date, a status notation on the form will indicate whether the item is complete or incomplete.

### 3.3 CONSTRUCTION PHASE: CONTRACT REQUIREMENT AND CLOSEOUT CHECK LIST

- A. Information: The attached Construction Phase: Contract and Closeout Check List is a summary of the items required for Substantial Completion.

END OF SECTION 017700





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# CONSTRUCTION PHASE: CONTRACT REQUIREMENTS AND CLOSEOUT CHECKLIST

CR

PROJECT		
DATE OF NOTICE TO PROCEED or DATE OF AGREEMENT		
DATE OF SUBSTANTIAL COMPLETION		
DATE OF FINAL COMPLETION		
COMPLETION OF CRA BASIC FIELD SERVICES		
<b>ACTION / TASK</b>	<b>DATE REQUIRED</b>	<b>COMPLETE</b>
Pre-Construction Conference - Specification Section 01200		
Distribution of the additional sets of contract documents to Contractor as identified in the Supplementary General Conditions of the Contract for Construction.		
Obtain all items required from the Contractor prior to the first application for payment: See Specification Section 01027		
Secure a Stipulation Against and Waiver of Liens Form from the Prime Contractor.		
Execute an Initial Statement of Contract Value.		
List of subcontractors.		
List of principal suppliers and fabricators.		
Schedule of Values.		
Contractor's Construction Schedule (preliminary if not final).		
Schedule of principal products.		
List of Contractor's staff assignments.		
Copies of building permits.		
Coordination Drawings due from Contractors - Specification Section 01041		
Submission of Submittal Schedule - Specification Section 01300		
Completion of Submittal / Shop Drawing Process		
Completion of all mock-up and sample panels - 90 days		
Initial Construction Schedule governing the first 120 days of construction. Specification Section 01320		
Complete a Final Construction Schedule governing the Work. Specification Section 01320		
Requests for Substitutions - Specification Section 01631		
Completion of Punch List Items - <u>30 days</u> to be established on the Certificate of Substantial Completion		
Completion of Contract Closeout - Specification Section 01700		
Obtain all items required from the Contractor prior to processing pay application at Substantial Completion: See Specification Section 01027		
Occupancy permits and similar approvals.		

Warranties (guarantees) and maintenance agreements.		
Test/adjust/balance records.		
Maintenance instructions.		
Startup performance reports.		
Changeover information related to Owner's occupancy, use, operation, and maintenance.		
Final cleaning.		
List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.		
Obtain all items required from the Contractor prior to processing pay application at Final Completion: See Specification Section 01027		
Execute a Contractor's Affidavit of Release of Liens Form (AIA Document G706A).		
Completion of Project closeout requirements.		
Completion of items specified for completion after Substantial Completion.		
Ensure that unsettled claims will be settled.		
Ensure that incomplete Work is not accepted and will be completed without undue delay.		
Application for reduction of retainage and consent of surety.		
Transmittal of required Project construction records to the Owner.		
Removal of temporary facilities and services.		
Removal of surplus materials, rubbish, and similar elements.		
Change of door locks to Owner's access.		
Attend the 11 month warranty walk through - Supplementary General Conditions for the Contract for Construction		

## SECTION 017800 - FINAL CLEANING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Temporary Facilities & Controls" specifies general cleanup and waste-removal requirements.
  - 2. Division 1 Section "Contract Closeout" specifies general contract closeout requirements.
  - 3. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 16.
- C. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 3. Remove petrochemical spills, stains, and other foreign deposits.
  - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
  - 5. Remove snow and ice to provide safe access to the building.
  - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 8. Broom clean concrete floors in unoccupied spaces.
  - 9. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.
  - 10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - 11. Remove labels that are not permanent labels.
  - 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - 14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  16. Clean ducts, blowers, and coils if units were operated without filters during construction.
  17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
  18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
  19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 017800

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## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
  - 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
  - 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
  - 3. Instruction of the Owner's operating personnel in the operation and maintenance of building systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies preparation of Shop Drawings and Product Data.
  - 2. Division 1 Section "Contract Closeout" specifies general closeout requirements.
  - 3. Appropriate Sections of Divisions 2 through 16 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems.
- C. Preparation of operation and maintenance manuals includes collecting material, collating and binding material, and submitting data. Being a single prime contract the General Contractor shall prepare all operation and maintenance data for its own installations as well as those of its subcontractors.

#### 1.3 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
  - 1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.

2. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner's operation and maintenance personnel.

#### 1.4 SUBMITTALS

- A. Submittal Schedule: Comply with the following schedule for submitting operation and maintenance manuals:
1. Before Substantial Completion, when each installation that requires operation and maintenance manuals is nominally complete, submit 2 draft copies of each manual to the Architect for review. Include a complete index or table of contents of each manual.
    - a. The Architect will return 1 copy of the draft with comments within 15 days of receipt.
  2. Submit 1 copy of data in final form at least 15 days before final inspection. The Architect will return this copy within 15 days after final inspection, with comments.
  3. After final inspection, make corrections or modifications to comply with the Architect's comments. Submit the specified number of copies of each approved manual to the Architect within 15 days of receipt of the Architect's comments.
- B. Form of Submittal: Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
1. Binders: For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2-by-11- inch paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
    - a. Where 2 or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
    - b. Identify each binder on front and spine, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
  2. Dividers: Provide heavy paper dividers with celluloid-covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.

3. Protective Plastic Jackets: Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
4. Text Material: Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8-1/2-by-11-inch white bond paper.
5. Drawings: Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
  - a. Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
  - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

## 1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
  1. General system or equipment description.
  2. Design factors and assumptions.
  3. Copies of applicable Shop Drawings and Product Data.
  4. System or equipment identification, including:
    - a. Name of manufacturer.
    - b. Model number.
    - c. Serial number of each component.
  5. Operating instructions.
  6. Emergency instructions.
  7. Wiring diagrams.
  8. Inspection and test procedures.
  9. Maintenance procedures and schedules.
  10. Precautions against improper use and maintenance.
  11. Copies of warranties.
  12. Repair instructions including spare parts listing.
  13. Sources of required maintenance materials and related services.
  14. Manual index.
- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of Product Data, supplemented by Drawings and written text; and copies of each warranty, bond, and service contract issued.

1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
  - a. Subject matter covered by the manual.
  - b. Name and address of the Project.
  - c. Date of submittal.
  - d. Name, address, and telephone number of the Contractor.
  - e. Name and address of the Architect.
  - f. Cross-reference to related systems in other operation and maintenance manuals.
2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
  - a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or Installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.
4. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
  - a. Do not use original project record documents as part of operation and maintenance manuals.

7. Warranties, Bonds, and Service Contracts: Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

## 1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. Submit 3 copies of each manual, in final form, on material and finishes to the Architect for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
  1. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- B. Architectural Products: Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
  1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
    - a. Manufacturer's catalog number.
    - b. Size.
    - c. Material composition.
    - d. Color.
    - e. Texture.
    - f. Reordering information for specially manufactured products.
  2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
  1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
    - a. Applicable standards.
    - b. Chemical composition.
    - c. Installation details.
    - d. Inspection procedures.
    - e. Maintenance information.
    - f. Repair procedures.

- D. Schedule: Provide complete information in the materials and finishes manual on products specified in the following Sections:
1. Face Brick: Section 04810 - Unit Masonry.
  2. EPDM Sheet Roofing: Section 07530 - Single-Ply Membrane Roofing.
  3. Finish Hardware: Section 08710 - Door Hardware.
  4. Carpet: Section 09680 - Carpet.

#### 1.7 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit 6 copies of each manual, in final form, on equipment and systems to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
1. Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.
- B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
1. Description: Provide a complete description of each unit and related component parts, including the following:
    - a. Equipment or system function.
    - b. Operating characteristics.
    - c. Limiting conditions.
    - d. Performance curves.
    - e. Engineering data and tests.
    - f. Complete nomenclature and number of replacement parts.
  2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
    - a. Printed operation and maintenance instructions.
    - b. Assembly drawings and diagrams required for maintenance.
    - c. List of items recommended to be stocked as spare parts.
  3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
    - a. Routine operations.
    - b. Troubleshooting guide.
    - c. Disassembly, repair, and reassembly.
    - d. Alignment, adjusting, and checking.
  4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:

- a. Startup procedures.
  - b. Equipment or system break-in.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Instructions on stopping.
  - f. Shutdown and emergency instructions.
  - g. Summer and winter operating instructions.
  - h. Required sequences for electric or electronic systems.
  - i. Special operating instructions.
- 5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
  - 6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
  - 7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
    - a. Provide as-installed, color-coded, piping diagrams, where required for identification.
  - 8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
  - 9. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
    - a. Electric service.
    - b. Controls.
    - c. Communication.

## 1.8 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

- A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide instruction at mutually agreed upon times.
  - 1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
  - 2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017823

## SECTION 017900 – WARRANTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
  - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
  - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Being a single prime contract the General contractor is responsible for warranties related to its own work as well as the work of all of their subcontractors.

#### 1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.



- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Architect **prior to the date certified for Substantial Completion.** If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period,

submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
  - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017900