PROJECT MANUAL

For

IDAHO TRANSPORTATION DEPARTMENT
DISTRICT 3
BANKS SHED

1500 Banks Grade
Banks, ID 83602

ITD Project No. 18-306

Project No. 18061.000

May 2, 2018

CONSTRUCTION SET
SECTION 000101 - PROJECT TITLE PAGE

PROJECT MANUAL

FOR

ITD (18-306) BANKS SHED

PROJECT NUMBER: 18061.000

STATE OF IDAHO - IDAHO TRANSPORTATION DEPARTMENT

1500 BANKS GRADE

BANKS, IDAHO 83602

PREPARED BY:

CSHQA

END OF SECTION 000101
SECTION 000103 - PROJECT DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Identification of project team members and their contact information.

1.02 OWNER:

A. Name: State of Idaho - Idaho Transportation Department.
   1. Address Line 1: 8150 W. Chinden Boulevard.
   2. City: Garden City.
   3. State: ID.

B. Primary Contact: All correspondence from the Contractor to the Architect will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
   1. Title: Construction Manager.

1.03 CONSULTANTS:

A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
   1. Company Name: CSHQA.
      a. Address Line 1: 200 Broad St.
      b. City: Boise.
      c. State: ID.
      e. Telephone: (208) 343-4635.
   2. Primary Contact:
      a. Title: Project Manager.
      b. Name: Mandie Brozo.
      c. Email: mandie.brozo@cshqa.com.

B. Structural Engineering Consultant:
   1. Company Name: Axiom PLLC.
      a. Address Line 1: 121 N 9th Street Suite 401.
      b. City: Boise.
      c. State: Idaho.
      e. Telephone: 
   2. Primary Contact:
      a. Title: Project Engineer.
      b. Name: Ashley.
      c. Email: Thompson.

1.04 CONSTRUCTION MANAGER:

A. Company Name: Petra, Inc.
   1. Address Line 1: 1097 N. Rosario Street.
   3. City: Meridian.
   4. State: ID.
   6. Telephone: (208) 323-4500.

B. Primary Contact:
   1. Title: Roy Jackson.
   2. Name: Construction Manager.
3. Email: rjackson@petrainc.net.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 000103
SECTION 000110 - TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 000101 - Project Title Page
B. 000103 - Project Directory
C. 000110 - Table of Contents
D. 001113 - Advertisement for Bids
E. 002113 - Instructions to Bidders
F. 002114 - Supplementary Instructions to Bidders
G. 004100 - Bid Proposal
H. 004101 - Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
I. 004102 - Bidder's Acknowledgement Statement
J. 004328 - Tax Rebate Form
K. 005000 - Contracting Forms and Supplements
L. 005200 - Agreement Form
M. 006100 - Contractor's Affidavit Concerning Taxes
N. 007200 - General Conditions
O. 007300 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 011000 - Summary
B. 012000 - Price and Payment Procedures
C. 012500 - Substitution Procedures
D. 013000 - Administrative Requirements
E. 014000 - Quality Requirements
F. 014216 - Definitions
G. 015000 - Temporary Facilities and Controls
H. 016000 - Product Requirements
I. 016116 - Volatile Organic Compound (VOC) Content Restrictions
J. 017000 - Execution and Closeout Requirements
K. 017419 - Construction Waste Management and Disposal
L. 017800 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

2.03 DIVISION 03 -- CONCRETE

2.04 DIVISION 04 -- MASONRY (NOT USED)

2.05 DIVISION 05 -- METALS

2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

2.08 DIVISION 08 -- OPENINGS

2.09 DIVISION 09 -- FINISHES

2.10 DIVISION 10 -- SPECIALTIES
2.11 DIVISION 22 -- PLUMBING
2.12 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
2.13 DIVISION 26 -- ELECTRICAL

END OF SECTION 000110
ADVERTISEMENT FOR BID

The ITD (Idaho Transportation Department) is soliciting sealed proposals for Construction Services for Remodeling Work to enlarge the size of the existing District 3, Maintenance Building at 1500 Banks Grade, Banks, ID, 83602.

Proposals for will be received at the Idaho Transportation Department Headquarters, Business and Support Management Building at 3311 State Street, Boise, Idaho 83707 on Wednesday, June 6th, 2018 at 2:30 PM Local Time.

A Pre-Bid Conference will be held at the Site at 12:00 Noon on Friday May 25th, 2018 to discuss the work, address any concerns and provide opportunity to visually inspect the site and conditions of the work. Attendance is strongly encouraged.

Bidding Documents and Bid Forms for the work are forthcoming in Addendum.

Bidders are invited to attend a public bid opening where bids will be read aloud at the Idaho Transportation Department Headquarters, Business and Support Management Building at 3311 State Street, Boise, Idaho 83707, immediately following the closing time for receipt of bids. Owner reserves the right to reject any or all bids, or to waive informalities.

Bids must be accompanied by bid bond issued by an Idaho licensed surety company, or accompanied by a certified or cashier’s check from an Idaho Bank payable to the Owner in an amount not less than 5% of the total bid. This surety shall be forfeited by the Bidder should the Bidder fail to sign the contract or furnish the required 100% Performance and 100% Payment Bonds.


Bidder shall be licensed in the State of Idaho in accordance with Idaho State Public Works license law, Title 54 - Chapter 19 - Idaho Code Amended. Bidder shall comply with all Equal Employment Opportunity provisions required by federal regulations. Bidder shall be in compliance with State of Idaho Title 44 - Chapter 10, Idaho Code Amended as it relates to payment of wages and employment practices. . Submit All Questions to:

Roy Jackson, Construction Manager
Petra, Inc.
1097 N. Rosario #200
Meridian, ID 83642
(208) 323-4500
rjackson@petrainc.net
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Instructions to Bidders

for the following PROJECT:
(Name and location or address)
ITD Garden City District 3 Banks Shed (18-306)
1500 Banks Grade
Banks, Idaho 83602

THE OWNER:
(Name, legal status and address)
State of Idaho Transportation Department
3311 West State Street
Boise, Idaho 83707

THE ARCHITECT:
(Name, legal status and address)
CSHQA, a professional association (18061.000)
200 Broad Street
Boise, Idaho 83702

TABLE OF ARTICLES

1 DEFINITIONS
2 BIDDER’S REPRESENTATIONS
3 BIDDING DOCUMENTS
4 BIDDING PROCEDURES
5 CONSIDERATION OF BIDS
6 POST-BID INFORMATION
7 PERFORMANCE BOND AND PAYMENT BOND
8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.
Additions and Deletions Report for
AIA® Document A701™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:34:39 on 05/23/2018.

PAGE 1

ITD Garden City District 3 Banks Shed (18-306)
1500 Banks Grade
Banks, Idaho 83602

... (Name, legal status and address)
State of Idaho Transportation Department
3311 West State Street
Boise, Idaho 83707

...

(Name, legal status and address)
CSHQA, a professional association (18061,000)
200 Broad Street
Boise, Idaho 83702
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:34:39 on 05/23/2018 under Order No. 8664676036 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to the Instructions to Bidders, AIA Document A701 – 1997. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by the Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 3    BIDDING DOCUMENTS

Add to or supplement Article 3, with the following:

3.2.1.1 Where Owner can reasonably establish that a bidder has knowledge of and failed to report a material error, inconsistency, or inaccuracy, Owner may find bidder non-responsive or unresponsible.

ARTICLE 4    BIDDING PROCEDURES

Add to or supplement Article 4, with the following:

4.1.1 A photocopy of the form bound in the Project Manual or a modified form included in an addendum is acceptable.

4.1.7 A corporate seal is not required if not required by the state of incorporation.

4.1.8 Bidder shall be a legal resident of the United States of America and shall only employ legal residents.

4.1.8.1 If the Bidder is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its bid, the Bidder warrants that it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any contract resulting from this bid; or

4.1.8.2 If the Bidder is a natural person eighteen (18) years of age or older,

   a. by submitting its bid, Bidder warrants that its bid is subject to Idaho Code section 67-7903 [http://www3.state.id.us/cgi-bin/newidst?sctid=670790003.K] and, pursuant thereto, by submitting its bid, Bidder attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

   b. prior to being issued a contract, Bidder will be required to submit proof of lawful presence in the United States in accordance with Idaho Code section 67-7903.

4.1.9 Bids submitted must contain all original signatures in ink on all required forms, including the following:

Bid Proposal Form
Contractor's Affidavit concerning Alcohol and Drug-Free Workplace
Bidder’s Acknowledgment Statement
Bid Bond (bid security)

4.2.1 Delete the last sentence.

4.2.1.1 To be considered, proposals must be accompanied by an acceptable security, in an amount not less than five (5) percent of the total amount of the bid including add alternates. The security may be in the form of a bond, or a certified or cashier's check.

4.2.1.2 A successful bidder who fails to sign the contract for the work or furnish the required bonds within 10 days following the receipt of notice of intent to award a contract, shall forfeit the security. The owner may then award the contract to the next lowest bidder.

4.2.2 A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable.

4.2.3.1 The specified time for retainage of the bid security is 45 days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

4.3.1.1 The mailing envelope containing the bid shall be addressed as follows:

**MODIFY FOR OUT OF AREA LOCATIONS

Idaho Transportation Department
P. O. Box 83720
Boise, Idaho 83720-0072

4.3.5 Along with his bid the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

4.3.6 Along with his bid the bidder shall submit an executed copy of the Bidder’s Acknowledgement Statement provided herein.

ARTICLE 5 CONSIDERATION OF BIDS

Add to Article 5, the following:

5.4 PUBLIC WORKS CONTRACTORS LICENSE

**NOTE TO SPECIFIER: SELECT ONLY THE FOLLOWING APPLICABLE PARAGRAPH

5.4.1 This Public Works project is not financed in whole or in part by Federal Aid Funds. Bid Proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

5.4.1 This Public Works project is financed in part by Federal Aid Funds. No contractor, subcontractor or specialty contractor shall be required to have a current license as a public works contractor in the State of Idaho in order to submit a bid or proposal on this project; but at or prior to the award and execution of the contract the successful bidder shall have secured a public works contractors license.
5.5 EMPLOYMENT PRACTICES

5.5.1 Bids shall be based on the provisions of Section 44-1001 and 44-1002 of the Idaho Code dealing with labor preference.

**USE IF PROJECT HAS PLUMBING, HEATING AND AIR CONDITIONING, OR ELECTRICAL WORK. DELETE IF NONE.**

5.6 NAMING OF SUBCONTRACTORS

5.6.1 Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) contract. Failure to name subcontractors, as required, shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

The Idaho Transportation Department requires the bidder to complete Bid Proposal Page 2 in its entirety for all categories of work listed. The Idaho Transportation Department also requires that the general (prime) contractor name the entity that will perform the work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) contractor submitting the bid. Failure to complete Bid Proposal, Page 2 in full shall render a bid unresponsive and void.

With regard to possessing an appropriate license or certificate of competency all subcontractors listed by the general (prime) contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor’s license, HVAC contractor’s license or electrical contractor’s license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the project, the Idaho Transportation Department will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Idaho Transportation Department and the architect/engineer who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC, boiler, or electrical work is not shown on the plans and specifications, but is discovered by the bidder subsequent to the date of bid opening, then the bidder must request clarification from the architect/engineer. Absent such clarification, work will be considered incidental and naming of a subcontractor will not be required.

5.7 IDAHO DOMICILED CONTRACTORS

5.7.1 Section 67-2348, Idaho Code, requires the Idaho Transportation Department to apply a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest dollar bid is domiciled in a state, which has preference law, which penalizes Idaho domiciled contractors then the Idaho Transportation Department must apply preference. The preference that will be applied is the preference law of the domiciliary state of the contractor who submitted the lowest dollar bid.
Generally speaking, a contractor’s domiciliary state is the state in which the contractor’s home office is located. If federal funds are involved in the project then no preference will be used.

**INCLUDE 5.8 AND INCLUDE WAGE RATES WHEN PREVAILING WAGE RATE IS APPLICABLE**

5.8 WAGE RATES

5.8.1 Bids shall be based on applicable wage determinations and labor standards as established by the Secretary of Labor, United States Department of Labor. Refer to Federal wage determinations.

ARTICLE 6 POST BID INFORMATION

Delete paragraph 6.2

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

Modify and add to Article 7, the following:

In subparagraph 7.2.1, in the first sentence, delete “three days following the date of execution of the Contract” and substitute “ten days following the receipt of Notice of Intent to Award”.

7.2.2.1 Performance bond and labor and material payment bond are required for this project; each in an amount of not less than 100% of the contract amount, and issued by a surety company authorized to do business in Idaho.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
TO:  State of Idaho  
Division of Public Works  

Bidders:  

The Bidder, in compliance with your invitation for bids for the construction of ITD Project No. 18-306 Banks Maintenance Shed, having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Bidding Requirements and Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to substantially complete the Work within _____ 90 ____ consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $____-0-______ for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order as hereinafter provided in Subparagraph 9.11.1 of the Supplementary Conditions.

Bidder acknowledges receipt of addenda No. ______________________.

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of ___________________________ Dollars ($__________________).  

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders as modified by the Supplementary Instructions to Bidders.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCLB Category 15400)
GENERAL REQUIREMENTS

BOILR-2005 CM revised 02/27/17 (ITD Project #18-306)
(May, 2018)

FAILURE TO NAME A PROPERLY LICENSED CONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID. If a bidder determines plumbing, heating/air conditioning and/or electrical work is not required to be done by a licensed contractor, bidder should complete the line referencing that work with “Not applicable” and provide an explanation.

IDAPA 18.01.49 requires that the fire sprinkler contractor/subcontractor be licensed as an Idaho Fire Sprinkler Contractor. The Owner requests the name, address and license numbers of the contractor/subcontractor who will perform the fire sprinkler work, subject to approval of Owner, and Architect, if Undersigned is awarded the contract:

(Name) ________________________________________________________________
(Address) ___________________________________________________________
Idaho Public Works Contractors License No. __________________________________
Fire Sprinkler Contractors License No. ____________________________________

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.
Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Subparagraph 4.1.8.1 of the Supplementary Instructions to Bidders.

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. ____________________________, and is domiciled in the State of ____________________________.

Dated this _______ day of __________, _______.

Respectfully submitted,

By: ________________________________
(Company)

(Seal - if bid is by a corporation)

____________________________________
(Business Address)

____________________________________

(Authorized Signature)

____________________________________
(Title)

____________________________________
(Telephone Number)

____________________________________
(FAX Number)

____________________________________
(Email Address)

Have you remembered to include bid security (bid bond or a certified or a cashiers check), Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder’s Acknowledgment Statement in with your bid? If these are not included, your bid will be considered non-responsive.

END OF BID PROPOSAL
CONTRACTOR’S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF ______________________

COUNTY OF ____________________

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that __________________________ is in compliance with the provisions of Idaho Code section 72-1717; that __________________________ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that __________________________ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: __________________________
   (Signature)

Subscribed and sworn to before me this __________________day of __________________, ______.

Commission expires:

______________________________________________
   NOTARY PUBLIC, residing at

______________________________________________

______________________________________________

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

CONTRACTOR’S AFFIDAVIT
ON ALCOHOL AND DRUG-FREE WORKPLACE

BOILR-2005 CM revised 02/27/17

ITD Project 18-306

May 2018
BIDDER'S ACKNOWLEDGEMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Idaho Transportation Department Project No. __________

By submitting a bid for this project, the undersigned bidder agrees that, if awarded the contract for construction, Contractor will conform to all conditions and requirements of the contract, including but not limited to:

- Contractor agrees to comply with subparagraph 13.1.3 of the Supplementary Conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code requiring the employment of 95% bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the work within the time stated in the contract documents, or as modified by Change Order.

- If the Contractor fails to substantially complete the Project within the time stated in the contract documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the contract amount liquidated damages in the amount per calendar day indicated in the Contract Documents times the number of calendar days until the project is Substantially Complete, as defined in the Contract Documents and as determined by the Architect (or Engineer).

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in paragraph 7.3.10 of the General Conditions of the Contract for Construction, as supplemented, which are stated below.

  1. for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs.

  2. for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs.

  3. the Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the General Conditions of the Contract for Construction, as supplemented, including but not limited to Section 7.2.3 and Section 7.2.4 of the Supplementary Conditions:
By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor’s ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor’s examination.

Any Change Order fully executed by the Owner, Contractor and Architect (or Engineer), including but not limited to a Change Order arising by reason of the parties’ mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGEMENT WILL MAKE THE BID NONRESPONSIVE.

I, _________________________________________________, being duly authorized to bind the bidder (type or print name of individual)
_______________________________________________________________
(type or print name of company)
_________________________________________________________________
(type or print name of company)
understands this document and that it highlights certain parts of the contract that will be entered between the parties and that will govern this Project.

Signed: ___________________________________
Title: ____________________
Date: ____________

END OF BIDDER’S ACKNOWLEDGEMENT STATEMENT
REQUEST FOR TAX RELEASE

Date: ____________________

RE: ITD Project Number: ____________________

Project Name: __________________________________________
State Agency: __________________________________________
Project Location: ________________________________________

Contractor Requesting Release – Name: __________________________________

Address: __________________________________________

Contact Name: ______________________________________
Telephone Number: __________________________

Federal Employer Identification No.: ________________________

Project Information:
Project is Complete: ______________________________________
Project is Substantially Complete: __________________________
Project Start Date: ______________________________________
Project Complete Date: ________________________________

Final Contract Amount (including change orders): __________________

Did any public works or other governmental agency supply materials, which were installed by this contractor or his subcontractors? Yes ________
No ________

If yes, list these materials and their dollar values: ____________________________

__________________________

To request a Tax Release, please send this form to:

Attn: Contract Desk; Sales Tax Audit; Idaho State Tax Commission;
PO Box 36; Boise, ID 83722

CONTRACTOR’S REQUEST FOR TAX RELEASE

BOILR-2005 dbb.doc Revised 02/27/17

ITD Project 18-306
May 2018
PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 007200 - General Conditions for the General Conditions.
B. See Section 007300 - Supplementary Conditions for the Supplementary Conditions.
C. The Agreement is based on AIA A132/CMa.
D. The General Conditions are based on AIA A232/CMa.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.

B. Bond Forms:
   1. Bid Bond Form: AIA A310.
   2. Performance and Payment Bond Form: AIA A312.

C. Post-Award Certificates and Other Forms:
      a. Supplemental Attachment: AIA G715
   2. Application for Payment Forms: AIA G732, AIA G736 and AIA G737 (for Construction Manager as Adviser to compile and summarize contractor's application and certificate for payment).

D. Clarification and Modification Forms:
   2. Change Order Form (for Construction Manager as Adviser): AIA G701CMa.

E. Closeout Forms:

1.04 REFERENCE STANDARDS

A. AIA A132 - Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; 2009.
C. AIA A310 - Bid Bond; 2010.
D. AIA A312 - Performance Bond and Payment Bond; 2010.
J. AIA G736 - Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition; 2009.
K. AIA G737 - Summary of Contractors' Applications for Payment, Construction Manager as Adviser Edition; 2009.
PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 005000
SECTION 005200 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
   A. AIA Document A132/CMa, 2009 Edition, Standard Form of Agreement Between Owner and Contractor – Construction Manager-Adviser Edition will be used as the agreement for this project. Copies of AIA Document A132/CMa are available for review at the offices of the Owner, Architect, and Construction Manager. Copies of the document may be purchased from the American Institute of Architects or its local distributors.

1.02 RELATED REQUIREMENTS
   A. Section 007200 - General Conditions.
   B. Section 007300 - Supplementary Conditions.
   C. Section 014216 - Definitions.

1.03 MODIFICATIONS TO THE AGREEMENT FORM
   A. ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
      1. 3.1 The date of commencement will be fixed by issuance of a “Notice of Intent to Award” and a “Notice to Proceed”. Delete the last sentence of paragraph 3.1.
      2. 3.2 Liquidated damages will be included as provided in the Supplementary Conditions.
   B. ARTICLE 5 PAYMENTS
      1. In paragraph 5.2, delete "as follows:" and replace with "a day agreed upon by the Owner and Contractor."
      2. Delete paragraph 5.3 and substitute the following:
      3. 5.3 Provided that an application for payment is received by the Construction Manager on the established date, the Owner shall make payment to the Contractor not later than 21 days from receipt by the Owner of the certification by the Construction Manager.
      4. In subparagraphs 5.6.1 and 5.6.2 Retainage will be five percent (5%) for work completed and material suitably stored.
      5. In subparagraph 5.6.1, delete the last sentence. Delete subparagraphs 5.7.1, 5.7.2 and paragraph 5.8.
      6. No reduction in retainage will be allowed prior to final completion without written approval of the Owner. Refer to Supplementary Condition 9.6.1.1.
      7. Add new paragraph 5.9:
      8. 5.9 A condition will be included forbidding more retainage from a subcontractor or supplier than retained from their portion of the work.
   C. ARTICLE 7 MISCELLANEOUS PROVISIONS
      1. 7.2 Will be modified to agree with paragraph 13.6.1 of the Supplementary Conditions.
      2. 7.4.1 Contractor warrants that it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the total Contract Amount per violation and/or termination of this contract.
   D. ARTICLE 8 TERMINATION OR SUSPENSION
      1. Add to both paragraphs 8.1 and 8.2 “as modified by the Supplementary Conditions.”

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 005200
AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A132/CMa, 2009 Edition, Standard Form of Agreement Between Owner and Contractor – Construction Manager-Adviser Edition will be used as the agreement for this project. Copies of AIA Document A132/CMa are available for review at the offices of the Owner, Architect, and Construction Manager. Copies of the document may be purchased from the American Institute of Architects or its local distributors.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement will be fixed by issuance of a "Notice of Intent to Award" and a "Notice to Proceed". Delete the last sentence of paragraph 3.1.

3.2 Liquidated damages will be included as provided in the Supplementary Conditions.

ARTICLE 5 PAYMENTS

In paragraph 5.2, delete “as follows:" and replace with “a day agreed upon by the Owner and Contractor.”

Delete paragraph 5.3 and substitute the following:

5.3 Provided that an application for payment is received by the Construction Manager on the established date, the Owner shall make payment to the Contractor not later than 21 days from receipt by the Owner of the certification by the Construction Manager.

In subparagraphs 5.6.1 and 5.6.2 Retainage will be five percent (5%) for work completed and material suitably stored.

In subparagraph 5.6.1, delete the last sentence. Delete subparagraphs 5.7.1, 5.7.2 and paragraph 5.8.

No reduction in retainage will be allowed prior to final completion without written approval of the Owner. Refer to Supplementary Condition 9.6.1.1.

Add new paragraph 5.9:

5.9 A condition will be included forbidding more retainage from a subcontractor or supplier than retained from their portion of the work.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.2 Will be modified to agree with paragraph 13.6.1 of the Supplementary Conditions.

7.4.1 Contractor warrants that it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the total Contract Amount per violation and/or termination of this contract.

ARTICLE 8 TERMINATION OR SUSPENSION
Add to both paragraphs 8.1 and 8.2 “as modified by the Supplementary Conditions.”

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF ___________________) 
COUNTY OF __________________ )

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Name of Contractor

______________________________

Address

______________________________  SEAL

City and State

By: _____________________________ (Signature)

Subscribed and sworn to before me this ___________________ day of __________________, ______.

Commission expires:

______________________________

NOTARY PUBLIC, residing at

______________________________

______________________________
SECTION 007200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 007300 - SUPPLEMENTARY CONDITIONS.

2.02 SECTION 014216 - DEFINITIONS.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 007300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION 007200
for the following PROJECT:
(Name, and location or address)

ITD Garden City District 3 Banks Shed (18-306)
1500 Banks Grade
Banks, Idaho 83602

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Petra, Inc.
1097 North Rosario
Meridian, Idaho 83642

THE OWNER:
(Name, legal status and address)

State of Idaho Transportation Department
3311 West State Street
Boise, Idaho 83707

THE ARCHITECT:
(Name, legal status and address)

CSHQA, a professional association (18061.000)
200 Broad Street
Boise, Idaho 83702

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.

This document is intended to be used in conjunction with AIA Documents A132™—2008, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™—2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™—2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.
### TABLE OF ARTICLES

<table>
<thead>
<tr>
<th></th>
<th><strong>GENERAL PROVISIONS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td><strong>OWNER</strong></td>
</tr>
<tr>
<td>3</td>
<td><strong>CONTRACTOR</strong></td>
</tr>
<tr>
<td>4</td>
<td><strong>ARCHITECT AND CONSTRUCTION MANAGER</strong></td>
</tr>
<tr>
<td>5</td>
<td><strong>SUBCONTRACTORS</strong></td>
</tr>
<tr>
<td>6</td>
<td><strong>CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS</strong></td>
</tr>
<tr>
<td>7</td>
<td><strong>CHANGES IN THE WORK</strong></td>
</tr>
<tr>
<td>8</td>
<td><strong>TIME</strong></td>
</tr>
<tr>
<td>9</td>
<td><strong>PAYMENTS AND COMPLETION</strong></td>
</tr>
<tr>
<td>10</td>
<td><strong>PROTECTION OF PERSONS AND PROPERTY</strong></td>
</tr>
<tr>
<td>11</td>
<td><strong>INSURANCE AND BONDS</strong></td>
</tr>
<tr>
<td>12</td>
<td><strong>UNCOVERING AND CORRECTION OF WORK</strong></td>
</tr>
<tr>
<td>13</td>
<td><strong>MISCELLANEOUS PROVISIONS</strong></td>
</tr>
<tr>
<td>14</td>
<td><strong>TERMINATION OR SUSPENSION OF THE CONTRACT</strong></td>
</tr>
<tr>
<td>15</td>
<td><strong>CLAIMS AND DISPUTES</strong></td>
</tr>
</tbody>
</table>
INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work
3.16, 6.2.1, 12.1

Accident Prevention
10
Acts and Omissions
3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1,
10.2.5, 13.4.2, 13.7
Addenda
1.1.1, 3.11, 4.2.14
Additional Costs, Claims for
3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3,
10.4, 15.1.4
Additional Inspections and Testing
4.2.8, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3

Administration of the Contract
3.10, 4.2
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.19
Alliances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1

Applications for Payment
4.2.7, 4.2.15, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.7, 9.8.3,
9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4
Approvals
2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through
3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, 15.4

ARCHITECT
4
Architect, Certificates for Payment
9.4
Architect, Definition of
4.1.1
Architect, Extent of Authority
5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4,
9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4,
15.2

Architect’s Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2
Architect’s Administration of the Contract
4.2, 9.4, 9.5, 15.2
Architect’s Approvals
3.12.8
Architect’s Authority to Reject Work
4.2.8, 12.1.2, 12.2.1
Architect’s Copyright
1.5
Architect’s Decisions
4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2,
13.5.2, 14.2.2, 14.2.4, 15.2
Architect’s Inspections
3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect’s Instructions
3.2.4, 7.4, 9.4
Architect’s Interpretations
4.2.8, 4.2.17, 4.2.18
Architect’s On-Site Observations
4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5
Architect’s Project Representative
4.2.16
Architect’s Relationship with Contractor
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4,
3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2,
6.2.2, 8.2, 11.3.7, 12.1, 13.5
Architect’s Relationship with Construction Manager
1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7,
13.4.2, 13.5.4
Architect’s Relationship with Subcontractors
1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4
Architect’s Representations
9.4, 9.5, 9.10.1
Architect’s Site Visits
4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.10.2, 10.3.3
Award of Other Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for
Portions of the Work
5.2

Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2

BONDS, INSURANCE AND
11
Bonds, Lien
7.3.7.4, 9.10.3
Bonds, Performance and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4
Building Permit
2.2.2, 3.7.1

Capitalize
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.2, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.3.2, 9.10.2, 11.1.3

Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12, 4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, 7.2, 7.3.2, 7.3.4, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Changes, Definition of
7.2

CHANGES IN THE WORK
2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, 7, 8.3.1, 9.3.1.1
Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3, 9.10.4, 10.3.3, 15, 15.4

Claims for Additional Cost
3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4, 15.1.4

Claims for Additional Time
3.2.4, 3.7.5, 7, 8.3.2, 10.4, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7
Claims for Damages
3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2, 9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6

Cleaning Up
3.15, 6.3

Commencement of Statutory Limitation Period
13.7
Commencement of the Work, Definition of
8.1.2
Communications, Owner to Architect
2.2.6
Communications, Owner to Construction Manager
2.2.6
Communications, Owner to Contractor
2.2.6

Communications Facilitating Contract Administration
3.9.1, 4.2.6

COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Manager, Building Permits
2.2.2
Construction Manager, Communications through
4.2.6

Construction Manager, Construction Schedule
3.10.1, 3.10.3

CONSTRUCTION MANAGER
4
Construction Manager, Definition of
4.1.2

Construction Manager, Documents and Samples at the Site
3.11

Construction Manager, Extent of Authority
3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2, 7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4
Construction Manager, Limitations of Authority and Responsibility
4.2.5, 4.2.8, 13.4.2

Construction Manager, Submittals
4.2.9

Construction Manager’s Additional Services and Expenses
12.2.1

Construction Manager’s Administration of the Contract
4.2, 9.4, 9.5

Construction Manager’s Approval
2.4, 3.10.1, 3.10.2
Construction Manager’s Authority to Reject Work
4.2.8, 12.2.1

Construction Manager’s Decisions
7.3.7, 7.3.9, 9.4.1, 9.5.1

Construction Manager’s Inspections
4.2.8, 9.8.3, 9.9.2

Construction Manager’s On-Site Observations
9.5.1

Construction Manager’s Relationship with Architect
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16,
4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3,
9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4,
13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4

Construction Manager’s Relationship with Contractor
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11,
3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6,
4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2,
7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2,
10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4

Construction Manager’s Relationship with Owner
2.2.2, 4.2.1, 10.3.2

Construction Manager’s Relationship with Other
Contractors and Owner’s Own Forces
4.2.4

Construction Manager’s Relationship with Subcontractors
4.2.8, 5.3, 9.6.3, 9.6.4

Construction Manager’s Site Visits
9.5.1

Construction Schedules, Contractor’s
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14

Contract Administration
3.1.3, 4.2, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Performance During Arbitration
15.1.3

Contract Sum
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.2,
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4,
14.3.2, 15.1.4, 15.2.5

Contract Time
3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10,
7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1,
14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1.1

Contractor’s Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor’s Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor’s Liability Insurance
11.1

Contractor’s Relationship with Other Contractors and
Owner’s Own Forces
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4

Contractor’s Relationship with Subcontractors
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2,
11.3.7, 11.3.8, 14.2.1.2

Contractor’s Relationship with the Architect
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1,
3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4,
9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2,
15.2.1

Contractor’s Relationship with the Construction
Manager
1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3,
3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1,
6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1,
9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1,
10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4

Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor’s Review of Contract Documents
3.2

Contractor’s Right to Stop the Work
9.7

Contractor’s Right to Terminate the Contract
14.1

Contractor’s Submittals
3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2,
9.10.3, 11.1.3, 11.4.2

Contractor’s Superintendent
3.9, 10.2.6

Contractor’s Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5,
7.3.7, 8.2, 10, 12, 14, 15.1.3

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Corporal Liability Insurance
11.1.1.8, 11.2, 11.3.1.5

Coordination and Correlation
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17

Correction of Work
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3,
11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14

Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Other Contractors
3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1,
11.3, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damage, Claims for
3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7,
14.2.4, 15.1.6

Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15,
4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3,
8.3.1.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions of the Construction Manager
7.3.7, 7.3.8, 7.3.9, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1, 12.2.2

Definitions
1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2,
7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2,
10.4, 14.3.2, 15.1.5, 15.2.5

Disputes
7.3.8, 7.3.9, 9.3, 15.1, 15.2
**Initial Decision Maker, Definition of**

1.1.8 Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**
3.18.1, 10.2.1, 10.2.2, 10.2.8, 10.3, 10.3.3, 10.4, 11.1.1

Inspections
3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2

**Instruments of Service, Definition of**

1.1.7, 1.5, 1.6

**Insurance**
6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

**Insurance, Boiler and Machinery**
11.3.2

**Insurance, Contractor's Liability**
11.1

Insurance, Effective Date of
8.2.2, 11.1.2

**Insurance, Loss of Use**
11.3.3

**Insurance, Owner's Liability**
11.2

**Insurance, Property**
10.2.5, 11.3

Insurance, Stored Materials
9.3.2, 11.3.1

**INSURANCE AND BONDS**
11

Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.3.1.5

Insurance Companies, Settlement with
11.3.10

Intent of the Contract Documents
1.2, 4.2.18, 4.2.19, 7.4

**Interest**
9.7, 13.6

**Interpretation**
1.4, 4.2.8, 4.2.17, 4.2.18

Interpretations, Written
4.2.17, 4.2.18, 4.2.20

Joinder and Consolidation of Claims Required
15.4.4

Judgment on Final Award
15.4.2

**Labor and Materials, Equipment**
1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2

Labor Disputes
8.3.1

Law and Regulations
3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1

Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitation on Consolidation or Joinder
15.4.4

Limitations, Statutes of
15.4.1

Limitations of Authority
3.12.4, 4.1.3, 4.2.16

Limitations of Liability
9.6.7, 11.1.1, 12.2

Limitations of Time
3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1, 15.2.6.1

**Loss of Use Insurance**
11.3.3

Material Suppliers
1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1

**Materials, Hazardous**
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1, 9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2, 9.10.5, 10.2.1, 10.2.4, 10.3

Means, Methods, Techniques, Sequences and

Procedures of Construction
3.3.1, 3.12.10, 4.2.5, 4.2.11

Mechanic’s Lien
2.1.2, 15.2.8

**Mediation**
8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

**Minor Changes in the Work**
1.1.1, 3.12.8, 4.2.13, 7.1, 7.4

**MISCELLANEOUS PROVISIONS**
13

Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1

**Mutual Responsibility**
6.2

Nonconforming Work, Acceptance of
9.4.3, 9.8.3, 12.3

Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1, 11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5

Notice
1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5, 3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2, 10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.1.1, 13.3, 13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4, 15.1.5.1, 15.2, 15.4.1
Notice of Claims
3.7.2, 10.2.8, 15.1.2, 15.4.1
Notice of Testing and Inspections
13.5.1, 13.5.2
Notices, Permits, Fees and
3.7, 7.3.7, 10.2.2
Observations, On-Site
3.2.1, 9.5.1, 12.1.1
Occupancy
2.2.2, 9.6.6, 9.9, 11.3.1.5
On-Site Inspections
4.2.2, 9.10.1, 9.4.4, 9.5.1
Orders, Written
4.2.7, 4.2.18, 4.2.20
Other Contracts and Contractors
1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4,
9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1,
14.1.3, 15.1.3
Owner’s Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3,
4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1,
8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2,
11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1,
14.4, 15.2.7
Owner’s Financial Capability
2.2.1, 13.2.2, 14.1.1
Owner’s Liability Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.4, 12.2.4, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction with Own
Forces and to Award Other Contracts
6.1
Owner’s Right to Stop the Work
2.3
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.5, 1.5, 1.6, 3.11, 3.12.10, 3.17, 4.2.14,
4.2.18, 4.2.20
Partial Occupancy or Use
9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents and Copyrights, Royalties
3.17
Payment, Applications for
4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.7, 9.10.1,
9.10.3, 9.10.5, 11.1.3
Payment, Certificates for
4.2.15, 7.3.9, 9.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 15.1.3
Payment, Failure of
9.4.1, 9.5, 9.7, 14.1.1.3
Payment, Final
4.2.1, 9.8.2, 9.10, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1
Payment Bond, Performance Bond and
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4
Payments, Progress
9.3.1, 9.4.2, 9.6
PAYMENTS AND COMPLETION
9, 14
Payments to Subcontractors
5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7,
9.10.5, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.9, 4.2.10, 4.2.14
Progress and Completion
8.2, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6
Progress Payments
9.3.1, 9.4.2, 9.6
Project, Definition of
1.1.4
Project Representatives
4.2.16
Property Insurance
10.2.5, 11.3
Project Schedule
3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14.1.1, 14.2.1, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.8, 12.2.1
Releases of and Waivers and of Liens
9.10.2
Representations
1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Requests for Information
4.2.20
Resolution of Claims and Disputes
15
Responsibility for Those Performing the Work
3.3.2, 3.7.3, 3.12.8, 3.18.4, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
1.2.2, 3.2, 3.7.3, 3.12.7
Review of Contractor’s Submittals by Owner, Construction Manager and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12.5
Rights and Remedies
1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4
Safety of Persons and Property
10.2, 10.3, 10.4
Safety Precautions and Programs
3.3.1, 3.12, 4.2.5, 5.3, 10.1, 10.2, 10.3, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.9, 4.2.10
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.9, 4.2.10, 4.2.14
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5
Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.8, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Staffing Plan
4.2.3
Statute of Limitations
12.2.5, 13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2
Submittals
3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.9, 4.2.10
Subrogation, Waivers of
6.1.1, 11.3.7
Substantial Completion
8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.4
Substitution of Construction Manager
4.1.4
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3

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User Notes:
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 the Construction Manager or the Construction Manager’s consultants, (3) between the Owner and the Architect or the Architect’s consultants, (4) between the Contractor and the Construction Manager or the Construction Manager’s consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 to 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 other Multiple Prime Contractors and by the Owner’s own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 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, 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 Article 4, the Construction Manager and the Architect do 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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 Construction Manager’s and Architect’s and their respective consultants’ 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, after consultation with the Construction Manager. 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 plural term “Multiple Prime Contractors” refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner’s own forces, including persons or entities under separate contracts not administered by the Construction Manager.
§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 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 Construction Manager or Architect in their 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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 instruction 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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 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 the Project 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, in consultation with the Construction Manager, 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, Construction Manager, 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 with 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 Construction Manager or 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 or portions thereof 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 Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction
Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect’s determination or recommendation, either 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, Construction Manager, 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 and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager 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 and the Construction Manager’s approval 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 schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor’s Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner’s own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager’s and Architect’s approval. The Architect and Construction Manager’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 Construction Manager and 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 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 documents shall be available to the Architect and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner’s own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor’s Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 Construction Manager and 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 Construction Manager and 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

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

§ 3.13.2 The Contractor shall coordinate the Contractor’s operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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’s own forces or of other Multiple Prime 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’s own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager.
Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner 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, or Construction Manager with the Owner’s approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Owner shall provide the Owner, Construction Manager 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, Construction Manager 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 or 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager’s and 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 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 AND CONSTRUCTION MANAGER
§ 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 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner’s representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. 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 and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 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 Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner’s own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general...
whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect’s nor the Construction Manager’s authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager’s actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect’s completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor’s submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related
documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor’s compliance with the requirements of the Contract Documents.

§ 4.2.16 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.

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

§ 4.2.18 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 so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager’s recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager’s recommendation and the Architect’s response to each request 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 other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 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 Construction Manager for review by the Owner, Construction Manager and 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, 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, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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 responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 OTHER CONTRACTORS
§ 6.1 Owner’s Right to Perform Construction with Own Forces and to Award Other Contracts
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner’s own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.
§ 6.1.3 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’s own forces, Construction Manager and other Multiple Prime 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’s own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and 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 own forces or other Multiple Prime Contractors’ 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner’s own forces or other Multiple Prime Contractors.

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

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime 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 Construction Manager, with notice to 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, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager 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
A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

1. The change in the Work;
§ 7.3 Construction Change Directives
§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager and 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 Construction Manager 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 Construction Manager 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 issued through the Construction Manager 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, Owner’s own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, 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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor’s schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors’ schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment
§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager 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 Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.2 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.

§ 9.3.3 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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager’s receipt of the Contractor’s Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor’s Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor’s Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided
in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect’s notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors’ Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors’ Applications for Payment by combining information from each Multiple Prime Contractors’ application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors’ Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors’ Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect’s notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager’s certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager’s evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager’s certification will constitute a representation that, to the best of the Construction Manager’s knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect’s issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect’s evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect’s certification will constitute a representation that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor’s 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager’s or Architect’s opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of
subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager’s or Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager and both 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 or Project 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 Construction Manager and 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 Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager’s 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ written notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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 list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor’s Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager’s recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager’s and Architect’s final Certificate for Payment or Project 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 through the Construction Manager (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, (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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and 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 through the Construction Manager 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.

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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. The Contractor shall submit the Contractor’s safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager’s responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 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;
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; and
4. construction or operations by the Owner or other Contractors.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager 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, Construction Manager 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 a 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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, Construction Manager, Architect, their 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 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 which 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; and
.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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. 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 shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the Cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager’s consultants, 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 the Architect’s, Contractor’s, and Construction Manager’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, Construction Manager, 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, adjoining 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. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
§ 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 Construction Manager, 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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager’s consultants, Architect, Architect’s consultants, Owner’s 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 mortgage 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 distribution of insurance proceeds in accordance with the direction 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 Construction Manager’s or Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or 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 one of the other Contractors 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 Construction Manager or 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 Construction Manager’s and 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 The one-year period 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.

§ 12.2.3 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 or other Multiple Prime 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, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements 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 Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager’s and 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 Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or 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 the 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 the 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 Construction Manager has not certified or 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, 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, Construction Manager 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, Construction Manager and 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, after consultation with the Construction Manager, and 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this 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 Construction Manager and Architect, if the Construction Manager and or 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

§ 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 owners 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 and Construction Manager, if the Architect or Construction Manager 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 obliged 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 obliged 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.
Additions and Deletions Report for

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PAGE 1

ITD Garden City District 3 Banks Shed (18-306)
1500 Banks Grade
Banks, Idaho 83602
...

Petra, Inc.
1097 North Rosario
Meridian, Idaho 83642
...

State of Idaho Transportation Department
3311 West State Street
Boise, Idaho 83707
...

CSHQA, a professional association (18061.000)
200 Broad Street
Boise, Idaho 83702

PAGE 31

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (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.

PAGE 34

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the Cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 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. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, [Signature], hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:32:43 on 05/23/2018 under Order No. 8664676036 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
SECTION 007300 - SUPPLEMENTARY CONDITIONS

PART 1  GENERAL

1.01  SUMMARY

A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02  RELATED SECTIONS

A. Section 005000 - Contracting Forms and Supplements.

B. Section 014216 - Definitions.

1.03  MODIFICATIONS TO GENERAL CONDITIONS

A. THE SUPPLEMENTARY CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

END OF SECTION 007300
SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A232/CMa, 2009. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 2 OWNER

2.1 General

Add to 2.1.1 the following:

2.1.1.1 The Administrator of the Idaho Transportation Department shall be the sole representative of the State of Idaho and here and after shall be designated as the Owner. Wherever in these specifications and contract the term "Owner" shall mean the State of Idaho as represented by the Administrator of the Idaho Transportation Department or an authorized representative.

2.1.1.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner. The Field Representative's duties, responsibilities and limitations of authority are set forth in accordance with agency guidelines, which are available to the Contractor.

**INCLUDE SUBPARAGRAPH 2.1.1.3 IN IDAHO STATE BUILDING AUTHORITY OWNED BUILDINGS

2.1.1.3 The Owner (State of Idaho) leases the real property and facilities to be improved by the Project from the Idaho State Building Authority, an independent public authority. The Contractor agrees to provide insurance certificates to the Authority as an additional insured, to indemnify and defend the Authority against any claims and to warrant and guaranty materials, equipment and workmanship, all as hereinafter provided.

Delete subparagraph 2.1.2

2.2 Information and Services Required of the Owner

Delete subparagraph 2.2.1

Delete subparagraph 2.2.2 and substitute the following:

2.2.2 The Owner may furnish to the Architect for inclusion with the Contract Documents surveys describing physical characteristics and utility locations for the site of the project.

Delete subparagraph 2.2.3 and substitute the following:

2.2.3 Except for permits and fees, including those required under subparagraph 3.7.1 and 3.7.1.1, which are the responsibility of the Contractor under the Contract Documents, the Owner will secure and pay for the plan check fee required by the Division of Building Safety, conditional use permits, and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner. The State of Idaho is exempt from taxes and use fees and connection fees that can be construed as taxes, and will not pay for or reimburse the Contractor for any such payments made by the Contractor.

Delete subparagraph 2.2.5 and substitute the following:
2.2.5 The Contractor will be furnished free of charge electronic copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.4 Owner’s Right to Carry Out the Work

In subparagraph 2.4.1 delete the next to last sentence.

ARTICLE 3 CONTRACTOR

In subparagraph 3.3.4 delete the period at the end of first sentence and add the following words …”and shall report any defects to the Construction Manager.”

3.6 Taxes

Add to 3.6 the following:

3.6.2 The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3.6.3 Before entering into a contract, the Contractor shall be authorized to do business in the state and shall submit a properly executed Contractor's Affidavit Concerning Taxes. (Page CA-1)

3.6.4 Within ten days of receipt of forms from Owner, Contractor shall complete and return to Owner forms as required by tax collector, showing dates, names, addresses, contracting parties, including all subcontractors, and all other relevant information, which may be required.

3.7 Permits, Fees and Notices

Add to 3.7.1 the following:

3.7.1.1 The Owner shall obtain and pay for plan check fees required by the Idaho, Division of Building Safety.

3.7.1.2 The Contractor shall pay for plumbing and electrical permits required by the Idaho Division of Building Safety or local authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property.
for storage of materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property of the State arising from the construction and completion of the Work.

3.9 Foreman/Project Manager

Delete subparagraph 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a competent foreman and necessary assistants, as needed, to oversee execution of the project. The foreman shall be in attendance at the Project site during the progress of the Work. The foreman and project manager, if the Contractor utilizes a project manager, shall be reviewed and approved by the Architect and Owner, and neither shall not be changed except with the consent of the Architect and Owner, unless the foreman or project manager, if a project manager is used, cease to be employed by the Contractor. Under this circumstance, any new foreman or new project manager must be satisfactory to the Architect and Owner. The foreman, and any project manager, shall represent the Contractor and all communications given to the foreman or project manager are deemed given to the Contractor. Important communications will be confirmed in writing.

3.10 Contractor's Construction Schedules

Add to 3.10.1 the following:

3.10.1.1 The Contractor shall schedule and perform the work in accordance with a Critical Path Method (CPM) to indicate the rate of progress and practical order of the project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the work, so that the Owner, Construction Manager and the Architect can evaluate work progress. The schedule shall indicate the dates for starting and completing various aspects of the work including the submittal, approval, procurement, fabrication and delivery of major items, material, and equipment as well as on site construction activities. The schedule shall demonstrate the order, interdependence, and sequence of activities. Related activities shall be grouped on the schedule. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the contract for substantial and final completion of the work. The time limit set forth in the contract documents for substantial completion and final completion must govern; the schedule must be adjusted to meet these dates. The Contractor shall submit to the Owner, Construction Manager and Architect a CPM schedule within three (3) weeks after award of the contract, and maintain such schedule on a current basis in accordance with the Contract Documents.

3.10.1.2 Once a month, or at intervals as required by the Construction Manager, the Contractor shall advise the Owner, Construction Manager and the Architect of the status of the Work (in duplicate) on marked copies of the current CPM schedule. If any Work is not on schedule, the Contractor shall immediately advise the Owner, Construction Manager and Architect in writing of the proposed action to bring the Work on schedule and shall submit two (2) copies of the schedule showing changes and a typed list of the changes. The Contractor shall also submit a narrative report with each monthly schedule update, which report shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the project is behind schedule, the Contractor shall indicate what measures he will take to put the Work back on schedule.

Add to 3.10.3 the following:

3.10.3.1 If the Work is not on schedule, as determined by the Construction Manager and the Owner, and the Construction Manager and Owner do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the progress of the Work shall be deemed unsatisfactory. In such event, in
addition to its rights under Article 14, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays, and holidays, without additional cost to the Owner to bring the work on schedule.

3.12 Shop Drawings, Product Data and Samples

In the first sentence of subparagraph 3.12.6 delete the word “approved” and insert the word “reviewed”.

In the first and last sentences of subparagraph 3.12.8 delete the word “approval” and insert the word “review”.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 Architect

After subparagraph 4.1.1 add the following:

4.1.1.1 Throughout the contract documents where the term Architect is used it shall be interpreted to mean the design Engineer as identified on the cover of the project manual.

Delete subparagraph 4.5.

4.6 Administration of the Contract

In subparagraph 4.6.1, delete from the first sentence “and will be the Owner’s representatives.”

Delete subparagraph 4.6.17 and substitute the following:

4.6.17 The Architect will provide a project representative and indicate the limitations of his authority during the construction of the Work. The Owner will assign a Project Manager to the project and will also assign a Field Representative who will observe the work and report to the Architect and the Owner’s Project Manager. The Construction Manager will provide a project superintendent who will oversee, coordinate and assist in the scheduling the work of the Contractors.

4.7 Claims and Disputes

In subparagraph 4.7.2 delete all references to arbitration. In the third sentence after the words “(2) the Architect” delete the words “has not received evidence or”.

Delete subparagraph 4.7.3 and substitute the following:

4.7.3 Time Limits on Claims. A Claim by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition, giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any Claims from subcontractors, suppliers, manufacturers, or other persons or entities not a party to this Contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.
In subparagraph 4.7.4 delete the word “arbitration” and insert the word “mediation”.

Delete subparagraph 4.7.6 and substitute the following:

4.7.6 Concealed or Unknown Conditions. If conditions are encountered at the site which are subsurface or are otherwise concealed or unknown physical conditions which differ materially from those indicated in the Contract Documents or which were not reasonably susceptible of being disclosed by the Contractor’s examination of the site in accordance with Subparagraph 4.7.6.1 of these Supplementary Conditions, then notice by the observing party shall promptly be given to the Architect and the other party before the conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially from the Contract Documents or if they were not reasonably susceptible of being disclosed by the Contractor’s examination of the site, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, if the conditions cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Contract. If the Architect determines that the conditions at the site do not warrant an adjustment in the Contract terms, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. If the Owner and the Contractor cannot agree on an equitable adjustment to the Contract terms or otherwise disagree with the determination of the Architect, the matter shall be subject to further proceedings in accordance with Paragraph 4.8.

Add to 4.7.6 the following:

4.7.6.1 The Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the Contract Documents and the site of the work in order to undertake any necessary actions to determine the character of the subsurface materials and site conditions to be encountered. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a subsurface, concealed or unknown site condition which does not differ in any material respect from those conditions disclosed or which reasonably should have been disclosed or identified by the Contractor’s examination of the Contract Documents and the site of the work.

Add to 4.7.7 the following:

4.7.7.1 The Contractor shall not be entitled to an adjustment in Contract Time or in Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by the Contractor or anyone for whose acts the Contractor is responsible. The Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor’s performance is delayed or changed due to the fault of the Owner. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, the Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum. In the event that the Contractor is entitled to an adjustment in Contract Sum, the Owner will pay only for the following verifiable costs directly associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent’s vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility, including telephone lines, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed. The Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay regardless of cause.

Add to 4.7.8 the following:
4.7.8.3 All Claims for costs related to Claims for additional time shall be pursuant to Subparagraph 4.7.7.
The Contractor shall not be entitled to make a Claim for adjustment in the Contract Sum based upon the
matter of adverse weather conditions or force majeure.

4.8 Resolution of Claims and Disputes

In subparagraph 4.8.1 delete actions (4) and (5) and substitute the following:

(4) recommend approval of all or part of the Claim, or (5) attempt to facilitate the resolution of the Claim
through informal negotiations.

In subparagraph 4.8.4, in the first sentence delete the word “arbitration” and substitute the word “litigation”.

4.9 Arbitration

Delete entirely all subparagraphs in 4.9 and substitute the following:

4.9.1 The Contractor and the Owner shall not be obligated to resolve any Claim or dispute related to
this Contract by arbitration. Upon agreement of the parties any Claim related to this Contract may be
submitted to arbitration, either binding or non-binding, upon mutually agreeable terms and conditions. In the
absence of such agreement, any reference in this Contract to arbitration is void and has no force or effect.

4.9.2 Mediation

4.9.2.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and
except those waived as provided for in Subparagraph 9.10.4 shall, after final decision by the Construction
Manager, be subject to mediation as a condition precedent to the institution of legal or equitable
proceedings by either party.

4.9.2.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties
mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the
American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the
other party to the Contract and with the American Arbitration Association.

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

5.4 Contingent Assignment of Subcontracts

In subparagraph 5.4.2 delete the number “30” and insert the number “60”.

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

Add to 7.2 the following:

7.2.2.1 The amount allowed for overhead and profit on any change order is limited to the amounts
indicated in subparagraph 7.3.10 of these Supplementary Conditions.
7.2.3 Any Change Order prepared, including but not limited to those arising by reason of the parties’ mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect and consequential costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.4 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor’s ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor’s examination.

7.3 Construction Change Directives

After subparagraph 7.3.1 add the following:

7.3.1.1 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the work agreed to by the Architect’s representative, the Idaho Transportation Department Field Representative, and the Contractor’s Foreman. The limits of these representatives’ authority with regard to Construction Change Directives shall be documented in writing by the Architect, Owner and Contractor.

Add to the following:

In subparagraph 7.3.4 after the word "Architect" insert the following words: "in writing within forty-eight hours .... The balance of the subparagraph remains unchanged.

In subparagraph 7.3.5, in the last sentence, delete “recorded as a” and substitute “incorporated into a future”.

In subparagraph 7.3.6, in the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute the words “an allowance for overhead and profit in accordance with subparagraph 7.3.10 of these Supplementary Conditions.” In the second sentence after the words “In such case,” add the words “of an increase in Contract Sum”.

Delete entirely subparagraph 7.3.7 and substitute the following:

7.3.7 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties’ agreement with part or all of such costs.

Add to 7.3 the following:

7.3.10 For purposes of subparagraphs 7.2.2.1 and 7.3.6 of these Supplementary Conditions, the allowance for combined overhead and profit shall be limited as follows, unless otherwise provided in the Contract Documents:
.1 for total changes of $10,000 or less in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed twenty percent (20%) of direct costs.
.2 for total changes exceeding $10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier, combined shall not exceed fifteen percent (15%) of direct costs.
.3 the Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

ARTICLE 8 TIME

8.1 Definitions

Add to subparagraph 8.1.1 the following:

8.1.1.1 The Contractor shall substantially complete the work as defined by Subparagraph 9.8.1 within 90 consecutive calendar days after the date indicated to proceed in the Notice to Proceed as defined by Subparagraph 8.1.2.

In subparagraph 8.1.2, delete the word "Agreement" and substitute the words "Notice to Proceed".

8.3 Delays and Extensions of Time

In subparagraph 8.3.1 delete the word "arbitration" and substitute the word "litigation".

Delete subparagraph 8.3.3 and substitute the following:

8.3.3 Notwithstanding any term, condition or provision to the contrary in this Contract, the remedies available to the Contractor for adjustments of Contract Time and Contract Sum by reason of delay shall be only those set forth in subparagraph 4.7.7.1 of these Supplementary Conditions.

8.3.4 If the Contractor submits a progress report or schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications for Payment

In subparagraph 9.3.1, in the first sentence, delete the words "At least fifteen days" and substitute the following:

"On or before the date of the monthly progress meeting, but not less than thirty (30) days"

In subparagraph 9.3.1.1, delete the words "but not yet" and substitute the word "and".

Add to 9.3.1. the following:

9.3.1.3 The form of Application for Payment shall be DPW Form Contractor Request for Payment, supported by Idaho Transportation Department Breakdown. Submit one original.
Add to 9.3.2 the following:

Off site storage will not be approved at locations more than thirty (30) miles from the project site or outside the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

9.6 Progress Payments

Add to 9.6.1 the following:

9.6.1.1 Until conditions set forth in paragraph 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Construction Manager and the Architect determine that the Contractor has made or is making satisfactory progress on any uncompleted portions of the work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 9.10.

9.6.1.2 Progress Payments shall fall due twenty-one (21) days after the Construction Manager’s and Architect’s Certificate for Payment is received by the Owner.

Add to 9.6.2 the following:

9.6.2.1 The Contractor shall not withhold from a subcontractor, or supplier more than the percentage withheld from a payment certificate for the subcontractor’s or supplier’s portion of the work.

9.7 Failure of Payment

Delete paragraph 9.7 and subparagraph 9.7.1

9.8 Substantial Completion

Add to 9.8.3 the following:

The payment shall be sufficient to increase the total payment to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

9.10 Final Completion and Final Payment

In subparagraph 9.10.1, at the end of the third sentence delete the words “... and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable”.

Add to 9.10.1 the following:

9.10.1.1 The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Construction Manager, provided that the conditions of subparagraph 9.10.2 are fully satisfied.

Add to 9.10.2 the following:

The following forms shall be used as noted for requirements of subparagraph 9.10.2 and must be submitted prior to or along with the submittal of the Contractor’s final request for payment, including release of any retainage.
For subparagraph 9.10.2 (2) submit a completed Contractor's Affidavit of Debts and Claims (AIA form G706, 1994 ed.).

For subparagraph 9.10.2 (4) submit a completed Consent of Surety to Final Payment (AIA form G707, 1994 ed.).

For subparagraph 9.10.2 (5) submit: (i) a Public Works Contract Tax Release issued by the Idaho Tax Commission (See “Request for Tax Release” form, page CRTR-1, to be submitted by Contractor to the Idaho Tax Commission); and (ii) a Release of Claims (DPW form, page RC-1).

Add to Article 9 the following:

9.11 Liquidated Damages

9.11.1 The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Owner may assess liquidated damages against the Contractor (and its surety) in an amount of zero Dollars ($0) per calendar day, as fixed, agreed and liquidated damages and not a penalty, for each calendar day of delay until the Work is Substantially Completed. In the event liquidated damages are caused by the Contractor and another entity, Owner may reasonably apportion damages. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner or to protect the Owner to address delay by the Contractor, whether such right or remedy is under law, in equity or under Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add to 10.1.1 the following:

10.1.1.1 The Contractor shall maintain, in compliance with Idaho Code, Title 72, Chapter 17, a drug-free workplace program throughout the duration of this contract and shall only subcontract work to subcontractors who have programs that comply with Idaho Code, Title 72, Chapter 17.

In subparagraph 10.1.2, in the last sentence after the word "Architect", delete the balance of the sentence.

Add to 10.1.3 the following:

10.1.3.1 Reference to asbestos or polychlorinated biphenyl (PCB) in this Article does not negate the appropriate abatement of asbestos and PCB containing materials as specifically required by the Contract

Delete subparagraph 10.1.4.

10.2 Safety of Persons and Property

Add to 10.2.4 the following:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary, the Contractor shall give the Owner reasonable advance written notice.

10.3 Emergencies

In subparagraph 10.3.1 delete the last sentence.
ARTICLE 11  INSURANCE AND BONDS

11.1  Contractor’s Liability Insurance

In subparagraph 11.1.1.1 substitute a comma for the semicolon at the end, and add the following: “including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;”

In subparagraph 11.1.1.2 delete the semicolon at the end, and add the following: “or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;”

Add to 11.1.2 the following:

11.1.2.1  The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits:

1. Workers’ Compensation:
   
   (a)  State:  
      Statutory

   (b)  Employer’s Liability:  
      $100,000 per Accident  
      $500,000 Disease, Policy Limit  
      $100,000 Disease, Each Employee

2. Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (“CGL”) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

   CGL insurance shall be written on Insurance Services Office (“ISO”) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operations, personal (including employee acts) and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). As applicable, coverage must also include a broad form CGL endorsement if the substitute insurance is a 1973 edition CGL or its equivalent;

   Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, which endorsement shall include coverage for the Owner with respect to liability arising out of the Work, including completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in this Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner;

   (a)  For the hazards of explosion, collapse, and damage to underground property, commonly referred to as XCU, coverage shall be required if the exposures exist; and
This coverage may be provided by the subcontractor if the Owner and prime Contractor are named as additional insureds;

3. Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident;

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01;

If hazardous waste will be hauled, Contractor shall obtain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be attached;

4. If the General Liability coverages are provided by Commercial Liability policies the:
   (a) General Aggregate shall be not less than $2,000,000; and
   (b) Fire legal liability shall be provided in an amount not less than $100,000 per occurrence; and

5. Umbrella Excess Liability. An umbrella policy may be used in combination with other policies to provide the required coverage.

11.1.2.2 The Owner, Architect, and Construction Manager [and the Idaho State Building Authority] shall be named as an additional insured on the insurance required in 11.1.2.1 items 2, 3 and 5 above and the insurance shall contain the severability of interest clause as follows:

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

11.1.2.3 The Contractor shall require all subcontractors of any tier to provide Commercial General Liability Insurance with liability limits of not less than $1,000,000 for bodily injury and property damage, and Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with liability limits of not less than $1,000,000.

Add to 11.1.3 the following:

11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form; the Certificates shall be AIA Document G705, Certificate of Insurance or ACORD form 25. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. [A separate certificate shall be issued to the Idaho State Building Authority showing the Authority as an additional insured.]

Delete Paragraph 11.3 in its entirety and insert the following:

11.3 Property Insurance
Add to Paragraph 11.3 the following: In this Paragraph and all 11.3 subparagraphs only, all references to “Owner” shall mean [College of Southern Idaho] [North Idaho College].

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 the 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 provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include the interests of the Owner, [the Idaho State Building Authority.] the Construction Manager, 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, false work, 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, Construction Manager’s, and Contractor’s services required as a result of such insured loss.

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

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

11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, [Idaho State Building Authority.] Contractor, Subcontractors and Sub-subcontractors in the Work.

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 the Owner’s property due to fire or other hazards, however caused.

11.3.4 Within thirty (30) days of Notice to Proceed, the Owner shall provide to the Contractor evidence of the insurance coverages required by this Paragraph 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 thirty (30) days’ prior written notice has been given to the Contractor.

11.3.5 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, Construction Manager, Construction Manager’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 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. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, Construction Manager,
Construction Manager’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. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

11.3.6 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Paragraph 11.3. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of (i) its having reached any such settlement or adjustment with an insurer and (ii) the receipt of any funds pursuant to this Paragraph 11.3. Any objection by the Contractor to a settlement or adjustment made under this Paragraph 11.3 must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

11.3.7 A loss under the Owner’s property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

11.3.8 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.3.9 The Contractor shall pay Subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to acknowledge the Owner’s authority under this Paragraph 11.3 and make payments to their Sub-subcontractors in similar manner.

11.3.10 Nothing contained in this Paragraph 11.3 shall preclude the Contractor from obtaining solely at its own expense, insurance on its behalf.

Add to 11.4.1 the following:

11.4.1.1 The form of bonds shall be AIA A312, Performance Bond, 1984 Edition and AIA A312 Payment Bond, 1984 Edition. Bonds shall be unmodified except as indicated below:

.1 Modification of the Performance Bond will not be accepted.

.2 The following modifications of the Payment Bond are acceptable:

a.) Subparagraph 4.3 may be added as follows:

4.3 Claimant has furnished to Surety proof of claim duly sworn to by Claimant, along with adequate supporting documentation which proves the amount claimed is due and payable.

b.) Paragraph 5 may be amended as follows:

5 If a notice required by paragraph 4 is given by Owner to the Contractor and to the Surety, that is sufficient compliance.
Paragraph 6 may be deleted and the following paragraph may be substituted in its place.

When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge of its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

Modifications other than the above must be approved by the Owner prior to issuance of the Bond.

Add to Article 11 the following:

**11.5 Indemnity**

11.5.1 The Contractor shall indemnify, defend and save harmless the Owner, [the Idaho State Building Authority,] the Construction Manager, the Architect, the Construction Manager's Consultants, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the Contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter or thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees and occasioned by the negligence of the Contractor, his agents, subcontractors or employees.

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

13.1 Governing Law

Add to 13.1 the following:

13.1.2 Each Contractor and his subcontractors and sub-subcontractors shall comply with all Idaho Statutes with specific reference to Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as amended.

13.1.3 Pursuant to Sections 44-1001 and 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees, except where under such contracts fifty or less persons are employed, the Contractor may employ ten percent (10%) non-residents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided that in contracts involving the expenditure of Federal Aid Funds this act shall not be enforced in such a manner as to conflict
with or be contrary to the federal statutes prescribing a labor preference to honorable discharged soldiers, sailors, or marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States."

13.6 Interest.

Delete subparagraph 13.6.1 and substitute the following:

13.6.1 Payments validly due but unpaid under the Contract Documents (21 days from date received by the Owner) shall bear no interest until thirty (30) days past due, thereafter they shall bear interest at the rate of five percent (5%) per annum until the date of the check as posted by the State Controller.

13.7 Commencement of Statutory Limitation Period

Delete subparagraphs 13.7.1, 13.7.1.1, 13.7.1.2, and 13.7.1.3 and substitute the following:

13.7.1 As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

Add to Article 13 the following:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

In subparagraph 14.1.1, in the first sentence, after the word “Contractor" insert the words “in accordance with this subparagraph”. Also in the first sentence delete the number "30" and substitute the number "60".

Delete subparagraphs 14.1.1.3 and 14.1.1.4, and 14.1.1.5.

In subparagraph 14.1.2 delete the words "profit and damages" and substitute the words "and profit".

Delete subparagraph 14.1.3.
14.2 Termination by the Owner for Cause

Add the following subparagraph to 14.2:

14.2.5 Nothing in this Article shall delete or diminish Owner’s rights under Subparagraph 3.10.3.1.

Add to Article 14 the following:

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 the case of such termination for the Owner convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

END OF SUPPLEMENTARY CONDITIONS
SECTION 011000 - SUMMARY

PART 1 GENERAL

1.01 PROJECT
A. Project Name: ITD (18-306) Banks Shed
B. Owner’s Name: STATE OF IDAHO - IDAHO TRANSPORTATION DEPARTMENT.
C. Architect’s Name: CSHQA.
D. The Project consists of the addition to Maintenance shed.

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005000 - Contracting Forms and Supplements.

1.03 DESCRIPTION OF WORK
A. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY
A. Owner intends to occupy the Project upon Substantial Completion.
B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES
A. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
B. Utility Outages and Shutdown:
   1. Prevent accidental disruption of utility services to other facilities.

1.06 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS
A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
B. Section 012000 - Price and Payment Procedures.
C. Section 013000 - Administrative Requirements.
D. Section 014000 - Quality Requirements.
E. Section 014216 - Definitions.
F. Section 015000 - Temporary Facilities and Controls.
G. Section 016000 - Product Requirements.
H. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.
I. Section 017000 - Execution and Closeout Requirements.
J. Section 017800 - Closeout Submittals.

END OF SECTION 011000
SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Procedures for preparation and submittal of applications for progress payments.

1.02 RELATED REQUIREMENTS
   A. Section 005000 - Contracting Forms and Supplements: Forms to be used.
   B. Section 005200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
   C. Section 007200 - General Conditions and Document 007300 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
   D. Section 007300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
   E. Section 012100 - Allowances: Payment procedures relating to allowances.
   F. Section 012200 - Unit Prices: Payment and modification procedures relating to unit prices.
   G. Section 017800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES
   A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
   B. Forms filled out by hand will not be accepted.
   C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS
   A. Payment Period: Submit at intervals stipulated in the Agreement.
   B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
   C. Forms filled out by hand will not be accepted.
   D. Execute certification by signature of authorized officer.
   E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
   F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
   G. Submit one electronic and three hard-copies of each Application for Payment.

1.05 APPLICATION FOR FINAL PAYMENT
   A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
   B. Application for Final Payment will not be considered until the following have been accomplished:
      1. All closeout procedures specified in Section 017000.
      2. Completed "Release of Claims" form attached following this page.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 012000
RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, ____________________________, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of contract number _________________ Dated _____________________ as amended, except as herein stated.

Dated _________________ Contractor _____________________
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS
   A. Section 013000 - Administrative Requirements: Submittal procedures, coordination.

1.03 DEFINITIONS
   A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
      1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
         a. Unavailability.
         b. Regulatory changes.
      2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS
   A. No substitution Requests allowed after bid date except:
      1. When products are unavailable within construction schedule.
   B. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
      1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
      2. Agrees to provide the same warranty for the substitution as for the specified product.
      3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
      4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
      5. Waives claims for additional costs or time extension that may subsequently become apparent.
      6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
   C. A Substitution Request for specified installer constitutes a representation that the submitter:
      1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
   D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
   E. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
      1. No specific form is required. Contractor's Substitution Request documentation must include the following:
         a. Project Information:
            1) Official project name and number, and any additional required identifiers established in Contract Documents.
            2) Owner's, Architect's, and Contractor's names.
         b. Substitution Request Information:
            1) Indication of whether the substitution is for cause or convenience.
            2) Issue date.
3) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).

4) Description of Substitution.

5) Reason why the specified item cannot be provided.

6) Differences between proposed substitution and specified item.

7) Description of how proposed substitution affects other parts of work.

c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:

1) Physical characteristics.

2) In-service performance.

3) Warranties.

4) Include, as appropriate or requested, the following types of documentation:
   (a) Product Data:
   (b) Samples.
   (c) Certificates, test, reports or similar qualification data.
   (d) Drawings, when required to show impact on adjacent construction elements.

d. Impact of Substitution:

1) Savings to Owner for accepting substitution.

2) Change to Contract Time due to accepting substitution.

F. Limit each request to a single proposed substitution item.

1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.

2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.

3. Bear the costs engendered by proposed substitution of:
   a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

C. Substitutions will not be considered under one or more of the following circumstances:

1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.

2. Without a separate written request.

3. When acceptance will require revisions to the Contract Documents.

3.04 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.
1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

A. See Section 017800 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION 012500
SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1  GENERAL

1.01  SECTION INCLUDES
   A. Preconstruction meeting.
   B. Site mobilization meeting.
   C. Progress meetings.
   D. Construction progress schedule.
   E. Contractor's daily reports.
   F. Progress photographs.
   G. Submittals for review, information, and project closeout.
   H. Number of copies of submittals.
   I. Requests for Information (RFI) procedures.
   J. Submittal procedures.

1.02  RELATED REQUIREMENTS
   A. Section 007200 - General Conditions: Duties of the Construction Manager.
   B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
   C. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03  REFERENCE STANDARDS

1.04  PROJECT COORDINATOR
   A. Project Coordinator: Construction Manager.
   B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for vehicular access, traffic, and parking facilities.
   C. During construction, coordinate use of site and facilities through the Project Coordinator.
   D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
   E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 011000 - Summary.
   F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
   G. Make the following types of submittals to Architect through the Project Coordinator:
      1. Requests for Information.
      2. Requests for substitution.
      3. Shop drawings, product data, and samples.
      4. Test and inspection reports.
      5. Design data.
      6. Manufacturer's instructions and field reports.
      7. Applications for payment and change order requests.
      8. Progress schedules.
      9. Coordination drawings.
      10. Correction Punch List and Final Correction Punch List for Substantial Completion.
      11. Closeout submittals.
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Owner will schedule a time, location and date for the meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   3. Contractor.
   4. Sub-contractors.
   5. Agency Representative.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
   5. Submission of initial Submittal schedule.
   7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   8. Scheduling.

D. Architect is to record minutes and distribute copies within two days after meeting to participants, with two copies to Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

A. Project Coordinator will schedule meeting at the Project site prior to Contractor occupancy.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Special consultants.
   5. Contractor's superintendent.

C. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements.
   3. Construction facilities and controls provided by Owner.
   4. Temporary utilities provided by Owner.
   5. Survey and building layout.
   7. Schedules.
   8. Application for payment procedures.
   9. Procedures for testing.
   11. Requirements for start-up of equipment.
   12. Inspection and acceptance of equipment put into service during construction period.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
3.03 PROGRESS MEETINGS
   A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for
      participants, preside at meetings.
   B. Attendance Required:
      1. Contractor.
      2. Owner.
      3. Architect.
      4. Special consultants.
      5. Contractor's superintendent.
   C. Agenda:
      1. Review minutes of previous meetings.
      2. Review of work progress.
      3. Field observations, problems, and decisions.
      4. Identification of problems that impede, or will impede, planned progress.
      5. Review of submittals schedule and status of submittals.
      7. Maintenance of progress schedule.
      8. Corrective measures to regain projected schedules.
      9. Planned progress during succeeding work period.
     10. Maintenance of quality and work standards.
     11. Effect of proposed changes on progress schedule and coordination.
     12. Other business relating to work.
   D. Record minutes and distribute copies within two days after meeting to participants, with two
      copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE
   A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned
      operations for the first 60 days of work, with a general outline for remainder of work.
   B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
   C. Within 20 days after review of preliminary schedule, submit draft of proposed complete
      schedule for review.
      1. Include written certification that major contractors have reviewed and accepted proposed
         schedule.
   D. Within 10 days after joint review, submit complete schedule.
   E. Submit updated schedule every 30 days.

3.05 DAILY CONSTRUCTION REPORTS
   A. Include only factual information. Do not include personal remarks or opinions regarding
      operations and/or personnel.
   B. Prepare a daily construction report recording the following information concerning events at
      Project site and project progress:
      1. Date.
      2. High and low temperatures, and general weather conditions.
      3. Safety, environmental, or industrial relations incidents.
      4. Meetings and significant decisions.
      5. Stoppages, delays, shortages, and losses. Include comparison between scheduled work
         activities (in Contractor's most recently updated and published schedule) and actual
         activities. Explain differences, if any. Note days or periods when no work was in
         progress and explain the reasons why.
      6. Testing and/or inspections performed.
7. Signature of Contractor’s authorized representative.

3.06 PROGRESS PHOTOGRAPHS

A. Submit new photographs at least once a month, within 3 days after being taken.
B. Photography Type: Digital; electronic files.
C. Provide photographs of construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
D. In addition to periodic, recurring views, take photographs of each of the following events:
   1. Excavations in progress.
   2. Foundations in progress and upon completion.
   3. Structural framing in progress and upon completion.
   4. Final completion, minimum of ten (10) photos.
E. Views:
   1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
   2. Consult with Architect for instructions on views required.
   3. Provide factual presentation.
   4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

3.07 REQUESTS FOR INFORMATION (RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.
B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
   2. Prepare in a format and with content acceptable to Owner.
   3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.
   2. Owner’s, Architect’s, and Contractor’s names.
   3. Discrete and consecutive RFI number, and descriptive subject/title.
   4. Issue date, and requested reply date.
   5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
   6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.

H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
   1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
   2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.

3.08 SUBMITTAL SCHEDULE
   A. Submit to Architect for review a schedule for submittals in tabular format.
   1. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
      a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.09 SUBMITTALS FOR REVIEW
   A. When the following are specified in individual sections, submit them for review:
      1. Product data.
      2. Shop drawings.
      3. Samples for selection.
      4. Samples for verification.
   B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   C. Samples will be reviewed for aesthetic, color, or finish selection.
   D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.10 SUBMITTALS FOR INFORMATION
   A. When the following are specified in individual sections, submit them for information:
      1. Design data.
      2. Certificates.
      3. Test reports.
      4. Inspection reports.
      5. Manufacturer's instructions.
      6. Manufacturer's field reports.
      7. Other types indicated.
   B. Submit for Architect's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT
   A. Submit Correction Punch List for Substantial Completion.
   B. Submit Final Correction Punch List for Substantial Completion.
   C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 017800 - Closeout Submittals:
      1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.12 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.13 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a separate transmittal for each item.
   2. Transmit using approved form.
      a. Use Contractor's form, subject to prior approval by Architect.
   3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
   5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
      a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
   6. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
   7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   8. Provide space for Contractor and Architect review stamps.
   9. When revised for resubmission, identify all changes made since previous submission.
   10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
   12. Submittals not requested will be recognized, and will be returned "Not Reviewed".

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Submit concurrently with related shop drawing submittal.
   4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
   2. Do not reproduce the Contract Documents to create shop drawings.
   3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
D. Samples Procedures:
   1. Transmit related items together as single package.
   2. Identify each item to allow review for applicability in relation to shop drawings showing
      installation locations.
   3. Include with transmittal high-resolution image files of samples to facilitate electronic
      review and approval. Provide separate submittal page for each item image.

3.14 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other
   appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for
   actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on
   electronic submittals.
   1. Notations may be made directly on submitted items and/or listed on appended Submittal
      Review cover sheet.

D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as Noted", or language with same legal meaning.
         1) At Contractor's option, submit corrected item, with review notations
            acknowledged and incorporated.
      c. Provide copy of all "Approved" and "Approved as Noted" submittals to Owner's Field
         Representative immediately following approval.
   2. Not Authorizing fabrication, delivery, and installation:
      a. "Revise and Resubmit".
         1) Resubmit revised item, with review notations acknowledged and incorporated.
         2) Non-responsive resubmittals may be rejected.
      b. "Rejected".
         1) Submit item complying with requirements of Contract Documents.

E. Architect's and consultants' actions on items submitted for information:
   1. Items for which no action was taken:
      a. "Received" - to notify the Contractor that the submittal has been received for record
         only.
   2. Items for which action was taken:
      a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 013000
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Submittals.
B. Quality assurance.
C. References and standards.
D. Testing and inspection agencies and services.
E. Control of installation.
F. Manufacturers' field services.
G. Defect Assessment.

1.02 RELATED REQUIREMENTS
A. Document 007200 - General Conditions: Inspections and approvals required by public authorities.
B. Section 013000 - Administrative Requirements: Submittal procedures.
C. Section 014216 - Definitions.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 013000 - Administrative Requirements, for submittal procedures.
B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Conformance with Contract Documents.
      k. When requested by Architect, provide interpretation of results.
   2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to Architect, in quantities specified for Product Data.
1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner’s information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
   1. Submit report within 30 days of observation to Architect for information.
   2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
   1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
   2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications:
   1. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.06 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Testing Agency Duties:
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.03 MANUFACTURERS’ FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of
surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION 014000
SECTION 014216 - DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY
A. This section supplements the definitions contained in the General Conditions.
B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS
A. Furnish: To supply, deliver, unload, and inspect for damage.
B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
D. Provide: To furnish and install.
E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 014216
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Temporary utilities.
B. Temporary sanitary facilities.
C. Temporary Controls: Barriers.
D. Security requirements.
E. Vehicular access and parking.
F. Waste removal facilities and services.

1.02  TEMPORARY UTILITIES
A. Owner will provide the following:
   1. Electrical power and metering, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.
B. Existing utilities may be used. Arrange use of temporary utilities with owner and coordinate utility charges that can be paid by the owner.
C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03  TEMPORARY SANITARY FACILITIES
A. Refer to Bid Package #2.

1.04  BARRIERS
A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05  SECURITY
A. Coordinate with Owner's security program.

1.06  VEHICULAR ACCESS AND PARKING
A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
B. Coordinate access and haul routes with governing authorities and Owner.
C. Provide and maintain access to fire hydrants, free of obstructions.
D. Provide means of removing mud from vehicle wheels before entering streets.
E. Designated existing on-site roads may be used for construction traffic.
F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.07  WASTE REMOVAL
A. Refer to Bid Packages.

PART 2  PRODUCTS - NOT USED
PART 3  EXECUTION - NOT USED

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Re-use of existing products.
   B. Transportation, handling, storage and protection.
   C. Product option requirements.
   D. Substitution limitations.
   E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS
   A. Section 012500 - Substitution Procedures: Substitutions made during and after the Bidding/Negotiation Phase.
   B. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
   D. Section 220513 - Common Motor Requirements for Plumbing Equipment: Motors for plumbing equipment.
   E. Section 230513 - Common Motor Requirements for HVAC Equipment: Motors for HVAC equipment.

1.03 SUBMITTALS
   A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers’ standard data to provide information specific to this Project.
   B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
   C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
      1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS
   A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
   B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
   C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS
   A. Provide new products unless specifically required or permitted by the Contract Documents.
   B. DO NOT USE products having any of the following characteristics:
      1. Containing lead, cadmium, asbestos.
2.03 PRODUCT OPTIONS
   A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
   B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
   C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS
   A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
   B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS
   A. See Section 012500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING
   A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
   B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
   C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
   D. Transport and handle products in accordance with manufacturer's instructions.
   E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
   F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
   G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
   H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION
   A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
   B. Store and protect products in accordance with manufacturers' instructions.
   C. Store with seals and labels intact and legible.
   D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
   E. For exterior storage of fabricated products, place on sloped supports above ground.
   F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
   G. Comply with manufacturer's warranty conditions, if any.
   H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
   I. Prevent contact with material that may cause corrosion, discoloration, or staining.
J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

3.04 OFF-SITE STORAGE OF MATERIALS

A. Off-Site Storage of Materials is governed by Section 9.3.2 of the General Conditions of the Contract for Construction, AIA document (A201 – 1997 ed.) as modified by the Supplementary Conditions.

1. 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 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. Off-site storage will not be approved more than 30 miles from the project site or outside of the State. Any materials stored off site and paid for by the Owner shall be physically marked as being the property of the State of Idaho.

B. Further in accordance with Section 9.3.2, the following shall apply:

1. The Contractor must provide at least thirty (30) days advance written notice of its request to store off site. Such notice must include a description of the type, quantities, locations, and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities, and value of materials or equipment for which payment is requested.

2. All materials stored off-site must be segregated and clearly marked with the ITD project number and as being the “Property of the State of Idaho.”

3. The project architect and/or the ITD field representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and may physically inspect the storage conditions.

4. The Contractor must provide written consent of surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be of surety. Consent of local broker or agent is not acceptable.

5. The contractor must maintain and must provide to the project architect, upon request, a current log of stored materials and equipment, which reflects when materials are used or added.

6. The contractor must obtain and maintain on all materials and equipment stored off-site and in transit all risk property insurance at replacement cost, with the state of Idaho listed as loss payee.

END OF SECTION 016000
SECTION 016116 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Requirements for Indoor-Emissions-Restricted products.
B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS
A. Section 014000 - Quality Requirements: Procedures for testing and certifications.
B. Section 016000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
C. Section 079200 - Joint Sealants: Emissions-compliant sealants.

1.03 DEFINITIONS
A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings.
   2. Interior adhesives and sealants, including flooring adhesives.
   3. Flooring.
   5. Products making up wall and ceiling assemblies.
   6. Thermal and acoustical insulation.
B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Exterior and interior paints and coatings.
   2. Exterior and interior adhesives and sealants, including flooring adhesives.
   3. Wet-applied roofing and waterproofing.
   4. Other products when specifically stated in the specifications.
C. Interior of Building: Anywhere inside the exterior weather barrier.
D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
   1. Concrete.
   2. Clay brick.
   3. Metals that are plated, anodized, or powder-coated.
   4. Glass.
   5. Ceramics.

1.04 REFERENCE STANDARDS
1.05 QUALITY ASSURANCE

A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
   1. Wet-Applied Products: State amount applied in mass per surface area.
   2. Paints and Coatings: Test tinted products, not just tinting bases.
   3. Evidence of Compliance: Acceptable types of evidence are the following;
      a. Test report showing compliance and stating exposure scenario used.
   4. Product data submittal showing VOC content is NOT acceptable evidence.
   5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.

B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.
      b. Published product data showing compliance with requirements.
      c. Certification by manufacturer that product complies with requirements.

C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
   2. Inherently Non-Emitting Materials.

C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   3. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION 016116
SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Examination, preparation, and general installation procedures.
B. Requirements for alterations work, including selective demolition.
C. Pre-installation meetings.
D. Cutting and patching.
E. Surveying for laying out the work.
F. Cleaning and protection.
G. Demonstration and instruction of Owner personnel.
H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS
A. Section 013000 - Administrative Requirements: Submittals procedures.
B. Section 014000 - Quality Requirements: Testing and inspection procedures.
C. Section 015100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
D. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
E. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
F. Section 024100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 013000 - Administrative Requirements, for submittal procedures.
B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
   3. Submit surveys and survey logs for the project record.
C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
   2. Identify demolition firm and submit qualifications.
   3. Include a summary of safety procedures.
D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work of Owner or separate Contractor.
6. Include in request:
   a. Identification of Project.
   b. Location and description of affected work.
   c. Necessity for cutting or alteration.
   d. Description of proposed work and products to be used.
   e. Effect on work of Owner or separate Contractor.
   f. Written permission of affected separate Contractor.
   g. Date and time work will be executed.

E. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS
   A. For demolition work, employ a firm specializing in the type of work required.
   B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
   C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS
   A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
   B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
      1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 6 pm to 7 am.
   D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION
   A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
   B. Notify affected utility companies and comply with their requirements.
   C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
   D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
   F. Coordinate completion and clean-up of work of separate sections.
   G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
PART 2 PRODUCTS

2.01 PATCHING MATERIALS
   A. New Materials: As specified in product sections; match existing products and work for
      patching and extending work.
   B. Type and Quality of Existing Products: Determine by inspecting and testing products where
      necessary, referring to existing work as a standard.
   C. Product Substitution: For any proposed change in materials, submit request for substitution
      described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work.
      Start of work means acceptance of existing conditions.
   B. Verify that existing substrate is capable of structural support or attachment of new work being
      applied or attached.
   C. Examine and verify specific conditions described in individual specification sections.
   D. Take field measurements before confirming product orders or beginning fabrication, to
      minimize waste due to over-ordering or misfabrication.
   E. Verify that utility services are available, of the correct characteristics, and in the correct
      locations.
   F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements
      subject to damage or movement during cutting and patching. After uncovering existing work,
      assess conditions affecting performance of work. Beginning of cutting or patching means
      acceptance of existing conditions.

3.02 PREPARATION
   A. Clean substrate surfaces prior to applying next material or substance.
   B. Seal cracks or openings of substrate prior to applying next material or substance.
   C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to
      applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS
   A. When required in individual specification sections, convene a preinstallation meeting at the
      site prior to commencing work of the section.
   B. Attendance required of parties directly affecting, or affected by, work of the specific section
      including:
      1. Owner
      2. Architect
      3. General Contractor
      4. Subcontractor
      5. Manufacturer’s Representative
   C. Notify Architect four days in advance of meeting date.
   D. Prepare agenda and preside at meeting:
      1. Review conditions of examination, preparation and installation procedures.
      2. Review coordination with related work.
   E. Record minutes and distribute copies within two days after meeting to participants, with two
      copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK
   A. Verify locations of survey control points prior to starting work.
B. Promptly notify Architect of any discrepancies discovered.
C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
F. Utilize recognized engineering survey practices.
G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and ________.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations, and ________.
H. Periodically verify layouts by same means.
I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS
A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS
A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.
B. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.
   3. Relocate items indicated on drawings.
   4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
3. Verify that abandoned services serve only abandoned facilities.
4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
   2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
   3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

G. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

H. Clean existing systems and equipment.

I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

J. Do not begin new construction in alterations areas before demolition is complete.

K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.
B. See Alterations article above for additional requirements.
C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site weekly and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 DEMONSTRATION AND INSTRUCTION

A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.11 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.
B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, overflow drains, area drains, and drainage systems.

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

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 017000
PART 1  GENERAL

1.01  WASTE MANAGEMENT REQUIREMENTS

A.  Owner requires that this project generate the least amount of trash and waste possible.

B.  Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C.  Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D.  Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.

E.  Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.

F.  Methods of trash/waste disposal that are not acceptable are:
   1.  Burning on the project site.
   2.  Burying on the project site.
   3.  Dumping or burying on other property, public or private.
   4.  Other illegal dumping or burying.

G.  Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02  RELATED REQUIREMENTS

A.  Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

B.  Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

C.  Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

D.  Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03  DEFINITIONS

A.  Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B.  Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C.  Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D.  Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E.  Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F.  Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G.  Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Waste Management Plan: Include the following information:

1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.

2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).

3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.

4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.

5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.

6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.

7. Recycling Incentives: Describe procedures required to obtain credits, rebates, or similar incentives.

C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.

1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.

2. Submit Report on a form acceptable to Owner.

3. Landfill Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
   c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.

4. Incinerator Disposal: Include the following information:
a. Identification of material.
b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.

5. Recycled and Salvaged Materials: Include the following information for each:
   a. Identification of material, including those retrieved by installer for use on other projects.
   b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
   c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.

6. Material Reused on Project: Include the following information for each:
   a. Identification of material and how it was used in the project.
   b. Amount, in tons or cubic yards (cubic meters).
   c. Include weight tickets as evidence of quantity.

7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES
   A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
   B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.
   C. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.
   D. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION
   A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
   B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
   C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
   D. Meetings: Discuss trash/waste management goals and issues at project meetings.
      1. Pre-bid meeting.
      2. Pre-construction meeting.
      3. Regular job-site meetings.
      4. Job safety meetings.
   E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
      1. Provide containers as required.
2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017419
SECTION 017800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Project Record Documents.
   B. Operation and Maintenance Data.
   C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
   A. Section 007200 - General Conditions and 007300 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
   B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
   C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
   D. Individual Product Sections: Specific requirements for operation and maintenance data.
   E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
   A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   B. Operation and Maintenance Data:
      1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
      2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
      3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
      4. Submit two sets of revised final documents in final form within 10 days after final inspection.
   C. Warranties and Bonds:
      1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
      2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
      3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS
   A. Maintain on site one set of the following record documents; record actual revisions to the Work:
      1. Accurate and complete "As-Built" drawings.
      2. Addenda.
      3. Change Orders and other modifications to the Contract.
   B. Ensure entries are complete and accurate, enabling future reference by Owner.
   C. Store record documents separate from documents used for construction.
   D. Record information concurrent with construction progress.
E. Record Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA
A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES
A. For Each Product, Applied Material, and Finish:
B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS
A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.
B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
F. Provide servicing and lubrication schedule, and list of lubricants required.
G. Include manufacturer's printed operation and maintenance instructions.
H. Include sequence of operation by controls manufacturer.
I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
J. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS
A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
1. Project Directory.
2. Table of Contents, of all volumes, and of this volume.
3. Operation and Maintenance Data: Arranged by system, then by product category.
   a. Source data.
   b. Product data, shop drawings, and other submittals.
   c. Operation and maintenance data.
   d. Field quality control data.
   e. Photocopies of warranties and bonds.
4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

3.06 WARRANTIES AND BONDS

A. Contractor agrees that all warranties and guarantees of materials, equipment and workmanship to the Owner shall also be for the specific benefit of the Idaho State Building Authority and, specifically agrees for itself and all of its subcontractors and suppliers that any and all provisions of any warranty or guaranty may be enforced by the Owner, the Idaho State Building Authority or any of its assignees or successors in interest.

B. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

C. Verify that documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Retain warranties and bonds until time specified for submittal.

F. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.

G. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
H. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

I. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 017800