

# **Bid Documents**

**For**

**Grundy County, Illinois**

**Highway Storage Building**

**June, 2026**



**Chamlin & Associates**  
ENGINEERS • SURVEYORS • PLANNERS

Project No. \_\_\_\_\_

**Grundy County, Illinois**  
**Highway Storage Building**

**June, 2026**



**Prepared by**  
**Chamlin & Associates, Inc.**  
**Peru Morris Ottawa**  
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**Professional Design Firm**  
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**TABLE OF CONTENTS**

INVITATION TO BID .....  
STANDARD FORM OF INSTRUCTIONS TO BIDDERS.....  
BID FORM.....  
BID BOND .....  
APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION .....  
NOTICE OF AWARD .....  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.....  
PERFORMANCE BOND.....  
PAYMENT BOND.....  
NOTICE TO PROCEED .....  
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT .....  
SUPPLEMENTARY CONDITIONS - GENERAL .....  
    ILLINOIS STEEL PRODUCTS PROCUREMENT ACT.....  
GRUNDY COUNTY ORDINANCE.....  
SUPPLEMENTARY CONDITIONS – INSURANCE .....

**TECHNICAL SPECIFICATIONS**

01 1000 SUMMARY.....  
01 2000 PRICE AND PAYMENT PROCEDURES.....  
01 2500 SUBSTITUTION PROCEDURES.....  
01 3000 ADMINISTRATIVE REQUIREMENTS .....  
01 3216 CONSTRUCTION PROGRESS SCHEDULE .....  
01 3300 SUBMITTAL PROCEDURES.....  
01 4000 QUALITY REQUIREMENTS .....  
01 5000 TEMPORARY FACILITIES AND CONTROLS.....  
01 6000 PRODUCT REQUIREMENTS .....  
01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS.....  
03 1000 CONCRETE FORMING AND ACCESSORIES.....  
03 2000 CONCRETE REINFORCING.....  
03 3000 CAST-IN-PLACE CONCRETE.....

06 1000 ROUGH CARPENTRY .....  
07 9000 JOINT PROTECTION .....  
08 1342 METAL DOORS AND FRAMES .....  
08 7100 DOOR HARDWARE .....  
08 8000 GLAZING .....  
09 9000 PAINTING AND COATING .....  
13 3418 PRE-ENGINEERED TIMBER COLUMN STRUCTURE .....

## INVITATION TO BID

Sealed Bids will be received by Grundy County, Illinois for “Highway Storage Building” and is further described as follows: To design and construct a new storage building approximately 90’ x 170’ on the current GCHD grounds. The building shall be used for storage of GCHD vehicles and equipment and shall be constructed of metal with a concrete floor and overhead sectional doors. Other design features required are floor drains, concrete aprons, fire suppression and landscaping. Inside features include Under Floor Plumbing, Mechanical, and Electrical.

Bids shall be submitted no later than 10:00 a.m. at the office of the **Grundy County Highway Department, 245 Illinois Route 47, Morris, IL 60450** on Thursday, July 23, 2026. Proposals will be opened and publicly read at that time.

Plans and specifications may be accessed on-line at: [www.chamlin.com](http://www.chamlin.com)

Plans may also be viewed at:

Chamlin & Associates, Inc., 221 W. Washington Street, Morris, IL 60450.

Full-size plans and specifications are available from Chamlin & Associates, Inc., 4152 Progress Boulevard, Peru, IL 61354 at the non-refundable cost of \$25 per set.

Bidders are advised that this Contract will be subject to the Illinois Prevailing Wage Act and Illinois Steel Products Procurement Act.

This project is subject to the Employment of Illinois Workers on Public Works Act.

The successful Bidder shall provide at least 40% of all labor required for the completion of this project.

The Bid shall be accompanied by a certified check or bid bond, in the amount of five percent (5%) of the gross amount of the bid and be payable to the order of the Grundy County Administration.

Bids may be held by Grundy County for a period not to exceed 60 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

BY ORDER OF:

PRESIDENT AND COUNTY BOARD  
GRUNDY COUNTY, ILLINOIS

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference.....	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda.....	5
Article 8— Bid Security.....	6
Article 9— Contract Times.....	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others.....	7
Article 12— Preparation of Bid.....	7
Article 13— Basis of Bid.....	8
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	10
Article 16— Opening of Bids.....	10
Article 17— Bids to Remain Subject to Acceptance.....	10
Article 18— Evaluation of Bids and Award of Contract.....	10
Article 19— Bonds and Insurance.....	11
Article 20— Signing of Agreement.....	11
Article 21— Sales and Use Taxes.....	11
Article 22— <del>Contracts to Be Assigned</del> .....	11

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website (see [www.chamlin.com](http://www.chamlin.com)) as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version ~~[insert version number]~~ or later. It is

the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder ~~is~~ **may be required** to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments, **and other qualifications as shown on the Statement of Bidder's Qualifications, if included in the Bidding Documents.**
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A ~~mandatory~~ pre-bid conference ~~will~~ **may** be held at the time and location indicated in the Advertisement or invitation to bid. **Attendance may be mandatory and shall be so indicated in the advertisement or invitation to bid.** Representatives of Owner and Engineer will be present to discuss the Project. **If attendance is mandatory at the pre-bid conference,** proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The ~~Supplementary Conditions~~ **Specification sections** may identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports **known to Owner** of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, ~~has been~~ **may be** identified and established in the ~~Supplementary Conditions~~ **Specification sections**. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the ~~Supplementary Conditions~~ **Specification sections** do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents **may** contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As may be set forth in the ~~Supplementary Conditions~~ **Specification sections**, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that

includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- d. As set forth in the ~~Supplementary Conditions~~ **Specification sections**, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

A. No other Site-related documents are available, **unless so indicated in the Specification sections.**

#### 5.04 *Site Visit and Testing by Bidders*

A. **It is suggested the Bidder is required to** visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is **may be** scheduled following the pre-bid conference. ~~Maps~~ **Directions or maps** to the Site will be available at the pre-Bid conference.

~~C. A Site visit is scheduled for [designate, date, time and location]. Maps to the Site will be made available upon request.~~

D. Bidders visiting the Site are required to arrange their own transportation to the Site.

E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the ~~following~~ Owner or Engineer. Bidder must conduct the required Site visit during normal working hours.

F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the ~~Supplementary Conditions~~ **Specification sections**.

5.06 *Other Work at the Site*

- A. ~~Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any)~~ **If Owner is aware of other work** that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information **shall be provided on the Bidding Documents Website ([www.chamlin.com](http://www.chamlin.com))**.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bidder may use Bid bond form from surety, unless indicated otherwise in Bid Package or in grant or loan documentation. If certified checks or bank money orders are not to be allowed, it shall be noted in the advertisement or invitation for bid.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of

the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder ~~must~~ ~~may~~ ~~be prepared~~ **required** to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. ***The corporate seal shall be affixed and attested by the secretary or an assistant secretary.*** The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

#### **13.01 Lump Sum**

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

**OR**

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- ~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

**OR**

13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." ~~A mailed Bid must be addressed to the location designated in the Advertisement.~~ **When using mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the advertisement or invitation for bid. If a Bid is to be delivered by mail or other delivery system, Bidder is advised to contact the Owner to confirm physical delivery address and availability for delivery. The Engineer will not accept Bids for delivery to the Bid opening.**
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work. **This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing a Bid.**

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 If Bids are to be opened privately, it shall be indicated in the advertisement or invitation to bid.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid. **Owner may have adopted a Responsible Bidder Ordinance or Resolution, as described in the Supplementary Conditions.**

#### 18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. **Any other method of determining apparent low Bidder will be as described on the Bid form.**
- C. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

21.01 Owner **(if municipal or government entity)** is exempt from ~~[name of state]~~ state sales and use taxes on materials and equipment to be incorporated in the Work. ~~(Exemption No. [number]).~~ Said taxes must not be included in the Bid. ~~Refer to Paragraph SC 7.10 of the Supplementary Conditions for additional information.~~

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

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## BID BOND (PENAL SUM FORM)

<p><b>Bidder</b> Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b> Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b> Name: Grundy County Highway Department Address <i>(principal place of business)</i>: 245 Illinois Route 47 Morris, IL 60450</p>	<p><b>Bid</b> Project <i>(name and location)</i>: Grundy County, IL Highway Storage Building 245 Illinois Route 47 Morris, IL 60450</p> <p>Bid Due Date: July 23, 2026</p>
<p><b>Bond</b> Penal Sum: _____ Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Grundy County Highway	Grundy	Highway Storage Building	

**All contractors are required to complete the following certification**

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>		
Title			
<div style="border: 1px solid black; height: 20px;"></div>			
Address	City	State	Zip Code
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

**NOTICE OF AWARD**

Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Contract Price of the awarded Contract is \$\_\_\_\_\_.

Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to, approved change orders.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner all counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6, and Supplementary Conditions.
3. Other conditions precedent (as may be noted elsewhere).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) SHORT FORM

This Agreement is by and between [name of contracting entity] (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

[Brief description of Work]

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

[Project Name]

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **Chamlin & Associates, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times: Dates*

A. The Work will be substantially complete on or before [date], and completed and ready for final payment on or before [date].

OR

4.01 *Contract Times: Days*

A. The Work will be substantially complete within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run and ready for final payment within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run.

4.02 *Liquidated Damages*

1. *Substantial Completion:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$\_\_\_\_\_.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	SEE ATTACHED BID SCHEDULE.				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$_____

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment to Engineer. Applications for Payment will be processed by Engineer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: <b>[Full formal name of Owner]</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>[Address of Owner's principal place of business]</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>[Owner's project/contract name, and location of the project]</b></p> <p>Contract Price: <b>[Amount from Contract]</b></p> <p>Effective Date of Contract: <b>[Date from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>[Full formal name of Owner]</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>[Address of Owner's principal place of business]</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>[Owner's project/contract name, and location of the project]</b></p> <p>Contract Price: <b>[Amount, from Contract]</b></p> <p>Effective Date of Contract: <b>[Date, from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

## NOTICE TO PROCEED

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_

Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times.

Before starting any Work at the Site, Contractor must comply with the following:

*[Note any access limitations, security procedures, or other restrictions]*

Owner: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Copy: Engineer

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	6
Article 2—Preliminary Matters.....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents .....	7
2.03 Before Starting Construction .....	7
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules .....	8
2.06 Electronic Transmittals .....	8
Article 3—Contract Documents: Intent, Requirements, Reuse.....	9
3.01 Intent.....	9
3.02 Reference Standards.....	9
3.03 Reporting and Resolving Discrepancies .....	10
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents.....	11
Article 4—Commencement and Progress of the Work .....	11
4.01 Commencement of Contract Times; Notice to Proceed.....	11
4.02 Starting the Work.....	11
4.03 Reference Points .....	12
4.04 Progress Schedule.....	12
4.05 Delays in Contractor’s Progress .....	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	14
5.01 Availability of Lands .....	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions .....	16

5.05	Underground Facilities.....	17
5.06	Hazardous Environmental Conditions at Site .....	19
Article 6—Bonds and Insurance.....		21
6.01	Performance, Payment, and Other Bonds.....	21
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance.....	25
6.05	Property Losses; Subrogation .....	25
6.06	Receipt and Application of Property Insurance Proceeds .....	27
Article 7—Contractor’s Responsibilities .....		27
7.01	Contractor’s Means and Methods of Construction .....	27
7.02	Supervision and Superintendence .....	27
7.03	Labor; Working Hours .....	27
7.04	Services, Materials, and Equipment .....	28
7.05	“Or Equals”.....	28
7.06	Substitutes .....	29
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits .....	33
7.10	Taxes .....	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	33
7.13	Safety and Protection .....	34
7.14	Hazard Communication Programs .....	35
7.15	Emergencies.....	35
7.16	Submittals .....	35
7.17	Contractor’s General Warranty and Guarantee .....	38
7.18	Indemnification .....	39
7.19	Delegation of Professional Design Services .....	39
Article 8—Other Work at the Site.....		40
8.01	Other Work .....	40
8.02	Coordination .....	41
8.03	Legal Relationships.....	41

Article 9—Owner’s Responsibilities .....	42
9.01 Communications to Contractor .....	42
9.02 Replacement of Engineer .....	42
9.03 Furnish Data .....	42
9.04 Pay When Due.....	42
9.05 Lands and Easements; Reports, Tests, and Drawings.....	43
9.06 Insurance.....	43
9.07 Change Orders .....	43
9.08 Inspections, Tests, and Approvals.....	43
9.09 Limitations on Owner’s Responsibilities .....	43
9.10 Undisclosed Hazardous Environmental Condition.....	43
9.11 Evidence of Financial Arrangements.....	43
9.12 Safety Programs .....	43
Article 10—Engineer’s Status During Construction .....	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative.....	44
10.04 Engineer’s Authority .....	44
10.05 Determinations for Unit Price Work .....	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work .....	45
10.07 Limitations on Engineer’s Authority and Responsibilities .....	45
10.08 Compliance with Safety Program.....	45
Article 11—Changes to the Contract .....	46
11.01 Amending and Supplementing the Contract .....	46
11.02 Change Orders .....	46
11.03 Work Change Directives.....	46
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work .....	47
11.06 Unauthorized Changes in the Work.....	47
11.07 Change of Contract Price .....	47
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety.....	50

Article 12—Claims.....	50
12.01    Claims.....	50
Article 13—Cost of the Work; Allowances; Unit Price Work .....	51
13.01    Cost of the Work .....	51
13.02    Allowances .....	55
13.03    Unit Price Work.....	55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work .....	56
14.01    Access to Work.....	56
14.02    Tests, Inspections, and Approvals.....	56
14.03    Defective Work .....	57
14.04    Acceptance of Defective Work.....	58
14.05    Uncovering Work .....	58
14.06    Owner May Stop the Work .....	58
14.07    Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period .....	59
15.01    Progress Payments.....	59
15.02    Contractor’s Warranty of Title .....	62
15.03    Substantial Completion.....	62
15.04    Partial Use or Occupancy .....	63
15.05    Final Inspection .....	64
15.06    Final Payment.....	64
15.07    Waiver of Claims .....	65
15.08    Correction Period .....	66
Article 16—Suspension of Work and Termination .....	67
16.01    Owner May Suspend Work .....	67
16.02    Owner May Terminate for Cause.....	67
16.03    Owner May Terminate for Convenience.....	68
16.04    Contractor May Stop Work or Terminate .....	68
Article 17—Final Resolution of Disputes .....	69
17.01    Methods and Procedures.....	69
Article 18—Miscellaneous .....	69
18.01    Giving Notice .....	69
18.02    Computation of Times.....	69

18.03 Cumulative Remedies ..... 70  
18.04 Limitation of Damages ..... 70  
18.05 No Waiver ..... 70  
18.06 Survival of Obligations ..... 70  
18.07 Controlling Law ..... 70  
18.08 Assignment of Contract..... 70  
18.09 Successors and Assigns ..... 70  
18.10 Headings..... 70

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in ~~the Supplementary Conditions~~ ***certain Specification sections***, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor ~~four~~ **one** printed ~~copies~~ **copy** of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF), **if requested**. Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### **3.02 *Reference Standards***

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

#### A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: ~~The Supplementary Conditions~~ **Specification sections may** identify:
  1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in ~~the Supplementary Conditions~~ **certain Specification sections** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the ~~Supplementary Conditions~~ **Specifications**, the cost of all of the following is included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* ~~The Supplementary Conditions~~ **Specification sections may** identify:
  1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
  2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the ~~Supplementary Conditions~~ **Specification sections** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, ~~the Supplementary Conditions~~, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by ~~the Supplementary Conditions~~ or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, ~~pollution liability~~, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are **may be** identified or included in the ~~Supplementary Conditions or Specifications~~.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the ~~Supplementary Conditions~~ **Specifications** or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the ~~Supplementary Conditions~~ **Specifications**, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the ~~Supplementary Conditions~~ **Specifications**, and limitations on the responsibilities thereof will be as provided in the ~~Supplementary Conditions~~ **Specifications** and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the ~~Supplementary Conditions~~ **Specifications**.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

#### B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the ~~Supplementary Conditions~~ **by the Engineer**. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the ~~Supplementary Conditions~~ **Specifications** or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the ~~Supplementary Conditions~~ ***Specifications***;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the ~~Supplementary Conditions~~ ***Specifications*** or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS

### UTILITIES

The Contractor shall be responsible for notifying all utilities prior to any excavation. Locations of utilities shown on these plans are approximate and shall be verified by the Contractor prior to any excavation with no additional compensation.

### VENUE OF LAWSUITS

The parties of this Contract agree that if any dispute arising from the pursuit of said Contract requires the filing of a lawsuit, venue of such lawsuit shall be in the Circuit Court of Grundy County, Illinois.

### SUBSTANCE ABUSE PREVENTION PROGRAM

Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 as enacted by the Illinois General Assembly or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

The apparent low Bidder, upon notification of contract award by the Owner, shall submit the required documents with the executed contract documents and insurance certificates. The Contractor is responsible for obtaining all appropriate documentation from their subcontractors and submitting to the Engineer.

### PREVAILING WAGE RATES

All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

**Current Prevailing Wage Rates can be obtained at the Illinois Department of Labor web site located at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>**

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records

shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractors are to report their certified payroll information directly to the Illinois Department of Labor through their electronic database for certified payroll records. Contractors will no longer need to submit certified payroll records to the Owner or Engineer.

**The Certified Transcript of Payroll Portal can be accessed at the Illinois Department of Labor website located at:**

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx>

#### EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers. The Act requires the workforce on all public works projects be composed of a minimum of 90% Illinois resident laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

#### OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION RULES & REGULATIONS

All work described herein and as shown on the accompanying plan sheets shall comply in all respects to pertinent articles of the current edition of the State and Federal Governments' rules and regulations concerning occupational safety and health standards.

Within Section 1926.652(a), OSHA requires that every jobsite with excavations must have a "Competent Person" present to evaluate the potential for hazards to employees. It shall be the responsibility of the Contractor to provide the required "Competent Person" as defined below.

He must ensure that every trench 5' or more in depth has a protective system. He must ensure that every trench less than 5' undergoes an inspection to determine whether a collapse hazard to employees exists. If a collapse hazard is detected, an appropriate protective system must be used.

A "Competent Person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees and who has the authorization to take prompt corrective measures to eliminate them.

"Competent Person" responsibilities:

- Understand the standards and any and all data provided.
- Select proper protective system based on soil type
- Recognize and reclassify soil after changing conditions
- Conduct air test for hazard atmospheres
- Design structural ramps
- Locate underground installations/utilities

- Monitor water removal equipment
- Perform inspections prior to work daily
- Inspect after each hazard-increasing event
- Responsible for ensuring OSHA compliance

#### ILLINOIS STEEL PRODUCTS PROCUREMENT ACT

The Illinois Steel Products Procurement Act (30 ILCS 565) is applicable to this project. This Act includes various requirements pertaining to the origin of steel products which will be used in the construction of this project. (Copy enclosed.)

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Illinois Steel Products Procurement Act

(30 ILCS 565/1) (from Ch. 48, par. 1801)

Sec. 1. This Act shall be known and may be cited as the "Steel Products Procurement Act".  
(Source: P.A. 83-1030.)

(30 ILCS 565/2) (from Ch. 48, par. 1802)

Sec. 2. It is hereby found and declared by the Illinois General Assembly that

(1) The production of steel products provides the jobs and family incomes of hundreds of thousands of people in this State and, in turn, the jobs and family incomes of millions of persons in the United States;

(2) The taxes paid to the State and its political subdivisions by employers and employees engaged in the production and sale of steel products are a large source of public revenues in the State;

(3) The economy and general welfare of this State and its people, as well as the economy and general welfare of the United States, are inseparably related to the preservation and development of industry in this State, as well as all the other states of this nation.

The General Assembly therefore declares it to be the policy of the state of Illinois that all public officers and agencies should aid and promote the economy of the State and the United States by specifying steel products produced in the United States in all contracts for construction, reconstruction, repair, improvement or maintenance of public works.

(Source: P.A. 83-1030.)

(30 ILCS 565/3) (from Ch. 48, par. 1803)

Sec. 3. For the purposes of this Act, the following words have the meanings ascribed to them in this Section unless the context clearly requires otherwise.

(a) "Public agency" means the State of Illinois, its departments, agencies, boards, commissions and institutions, and all units of local government, including school districts.

(b) "United States" means the United States and any place subject to the jurisdiction thereof.

(c) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

(Source: P.A. 83-1030.)

(30 ILCS 565/4) (from Ch. 48, par. 1804)

Sec. 4. Each contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works made by a public agency shall contain a provision that steel products used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States.

The provisions of this section shall not apply:

(1) where the contract involves an expenditure of less than \$500.

(2) where the executive head of the public agency certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.

(3) when its application is not in the public interest.

(Source: P.A. 83-1030.)

Illinois Steel Products Procurement Act

(30 ILCS 565/5) (from Ch. 48, par. 1805)

Sec. 5. No public agency may authorize, provide for or make any payment to any vendor or contractor upon any contract in violation of Section 4. It shall be a business offense for any vendor or contractor to knowingly enter into any contract in violation of Section 4 or to knowingly violate contract provisions required by Section 4. Each such violation shall subject the violator to a fine of the greater of \$5,000 or the payment price received by him as a result of such violation. The Attorney General is authorized to file and prosecute a complaint in the circuit court of any county in which the contract was in whole or in part executed or performed.

(Source: P.A. 83-1030.)

(30 ILCS 565/6) (from Ch. 48, par. 1806)

Sec. 6. This Act shall apply only to contracts and subcontracts entered into after the effective date of this Act, and shall not limit the use or supply of steel products purchased or leased prior to the effective date of this Act.

(Source: P.A. 83-1030.)

(30 ILCS 565/7) (from Ch. 48, par. 1807)

Sec. 7. Nothing in this Act is intended to contravene any existing treaty, law, agreement or regulation of the United States. Contracts entered into in accordance with an existing treaty, law, agreement or regulation of the United States shall not be in violation of this Act to the extent of such accordance.

(Source: P.A. 83-1030.)

Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes- Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

**TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**MOTION: REMOVE ORDINANCE DEFINING RESPONSIBLE BIDDER FROM TABLE.**

It was **MOVED** by County Board Member Poole and **SECONDED** by County Board Member P. Galloway that the Board remove from the table the Ordinance defining responsible bidder. **MOTION CARRIED.**

**ORDINANCE: DEFINING RESPONSIBLE BIDDER.**

An **ORDINANCE** Defining Responsible Bidder was submitted to the Board. It was **MOVED** by County Board

Member Poole and SECONDED by County Board Member P. Galloway that said ORDINANCE be adopted reflecting the change from \$50,000 to \$25,000 as submitted and made a matter of record.

It was MOVED by County Board Member McKinney and SECONDED by County Board Member J. Galloway that the Board accept the results of the previous roll call. MOTION CARRIED. Said ORDINANCE is as follows:

ORDINANCE NO. 09-008

ORDINANCE DEFINING RESPONSIBLE BIDDER

WHEREAS, the County of Grundy is in many instances and circumstances required to let contracts in varying amounts to the lowest, responsive and responsible bidder; and,

WHEREAS, the County of Grundy has not heretofore defined the term "responsible bidder" for the varying projects that County undertakes.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BOARD OF GRUNDY COUNTY FOR ALL PROJECTS OVER \$25,000.00 AS FOLLOWS:

Section 1. That the term "responsible bidder" for construction contracts means a bidder who meets all of the following applicable criteria, and submits evidence of such compliance:

- a. All applicable laws pre-requisite to doing business in Illinois;
- b. Evidence of compliance with:
  - 1) Federal employer tax identification number or social security number, for individuals; and
  - 2) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, commonly known as the Equal Opportunity Employer provision;
- c. Certificates of insurance indicating the following coverage: general liability, worker's compensation, completed operations, automobile, hazardous occupation, product liability and professional liability;
- d. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades as covered in the "Act";
- e. Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

BE IT FURTHER ORDAINED, that nothing herein shall be construed to affect any suit or proceeding now pending in any court or any rights accrued or liability incurred or cause or causes of action accrued or existing under any prior Resolution or Ordinance. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon its adoption.

PASSED, ADOPTED AND ENACTED this 9<sup>th</sup> day of June, 2009.

Francis E. Halpin, Jr.  
Grundy County Board Chairman

ATTEST: Lana J. Phillips  
Grundy County Clerk

**ORDINANCE AMENDING ORDINANCES WHICH ESTABLISHED AND EXPANDED AN ENTERPRISE ZONE WITHIN THE COUNTY OF GRUNDY, ILLINOIS, SAID ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITY OF OTTAWA, THE COUNTY OF LASALLE, THE VILLAGE OF SENECA, THE CITY OF MARSEILLES AND THE COUNTY OF GRUNDY, ILLINOIS.**

An ORDINANCE amending ordinances which established and expanded an enterprise zone within the County of Grundy, Illinois, said enterprise zone encompassing contiguous portions of the City of Ottawa, the County of LaSalle, the Village of Seneca, the City of Marseilles and the County of Grundy, Illinois was submitted to the Board. It was MOVED by County Board Member Poole and SECONDED by County Board Member Pfaff that said ORDINANCE is as follows:

COUNTY OF GRUNDY  
ORDINANCE NO. 09-009

AN ORDINANCE AMENDING ORDINANCES WHICH ESTABLISHED AND EXPANDED AN ENTERPRISE ZONE WITHIN THE COUNTY OF GRUNDY, ILLINOIS, SAID ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITY OF OTTAWA, THE COUNTY OF LASALLE, THE VILLAGE OF SENECA, THE CITY OF MARSEILLES AND THE COUNTY OF GRUNDY, ILLINOIS

WHEREAS, the County of Grundy, Illinois, adopted Ordinances Nos. 03-017 and 04-004, and related Ordinances, establishing and expanding an Enterprise Zone which, in conjunction with the City of Ottawa, Illinois, the County of LaSalle, Illinois, the City

## SUPPLEMENTARY CONDITIONS - INSURANCE

The **minimum** limits of the Contractor's Liability Insurance as indicated in the Standard General Conditions, Article 6.03 – Contractor's Insurance, shall be as follows:

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts, the limits should be the Statutory Limits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, the **minimum** limits should be \$1,000,000.
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees, the **minimum** limits should be \$1,000,000.
- D. Claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person for any other reason, the **minimum** limits should be \$1,000,000.
- E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, the **minimum** limits should be \$1,000,000.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, the **minimum** limits should be \$1,000,000.

In addition to the above coverages, the Contractor shall carry an umbrella/Excess Liability policy in the amount of **not less than** \$2,000,000 which should include Employer's Liability Coverage.

The Contractor, as indicated in Article 6.03.C shall extend insurance to the Owner and the Engineer for the liability coverages listed above, by endorsement as **additional primary and non contributory insureds**. A copy of the endorsement which adds the additional insureds to the policy shall also be provided as well as any **Waivers of Subrogation** endorsements for the General Liability and Worker's Compensation policies.

Regarding Commercial General Liability Insurance, Products/Completed Operations Coverage shall be maintained and evidence of continuation provided to the Owner and each other additional insured for **three years** after final payment.

### BUILDER'S RISK INSURANCE

- ~~The Contractor **will not** be required to provide Builder's Risk Insurance for this project. (Standard unless otherwise noted below.)~~
- Per Article 6.04.A of the General Conditions, the **Contractor** shall purchase and maintain Builder's Risk Insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. Any deductible will be the responsibility of the Contractor.

All insurance shall provide a minimum of 30 days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

The Contractor shall file with all "Additional Insured" named above, and their affiliates on or before the effective date of this agreement a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify said "Additional Insured" and their affiliates as additional insured as required and state that said "Additional Insured" and their affiliates will receive a minimum of 30 days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Fifteen (15) days prior to expiration of such insurance, the Contractor shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

The Contractor hereby waives all rights of subrogation against said "Additional Insured" and their affiliates for damages to the extent covered by insurance. All insurance policies of the Contractor shall allow that any release from liability of or waiver of claim for recovery from any party entered into in writing by the Contractor prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover thereunder.

**GRUNDY COUNTY, ILLINOIS**

**HIGHWAY STORAGE BUILDING**

**JUNE 2026**

**TECHNICAL SPECIFICATIONS**

**PREPARED BY  
CHAMLIN & ASSOCIATES, INC.  
4152 PROGRESS BOULEVARD  
PERU, IL 61354**

TECHNICAL SPECIFICATIONS

01 1000 SUMMARY.....

01 2000 PRICE AND PAYMENT PROCEDURES.....

01 2500 SUBSTITUTION PROCEDURES.....

01 3000 ADMINISTRATIVE REQUIREMENTS .....

01 3216 CONSTRUCTION PROGRESS SCHEDULE .....

01 3300 SUBMITTAL PROCEDURES.....

01 4000 QUALITY REQUIREMENTS .....

01 5000 TEMPORARY FACILITIES AND CONTROLS.....

01 6000 PRODUCT REQUIREMENTS .....

01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS .....

03 1000 CONCRETE FORMING AND ACCESSORIES .....

03 2000 CONCRETE REINFORCING.....

03 3000 CAST-IN-PLACE CONCRETE.....

06 1000 ROUGH CARPENTRY .....

07 9000 JOINT PROTECTION .....

08 1342 METAL DOORS AND FRAMES .....

08 7100 DOOR HARDWARE .....

08 8000 GLAZING.....

09 9000 PAINTING AND COATING .....

13 3418 PRE-ENGINEERED TIMBER COLUMN STRUCTURE .....

## SECTION 01 1000 - SUMMARY

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Contract description.
  2. Explanation of base bid.
  3. Explanation of alternate bids.
  4. Contractor's use of Site and premises.
  5. Specification conventions.

#### 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes, but not limited to, construction of a 90' x 170' timber column structure complete with all appurtenances. Base Bid price shall be provided along with alternate, for Interior Finishes. The Contractor shall carefully review each item listed below and provide project costs accordingly.
- B. Time Restrictions for Performing Work: Bidder shall provide estimated dates of Substantial and Final Completion. This information may be taken into consideration when making an award of Contract.
- C. Perform Work of the Contract in accordance with the General Conditions and Supplementary Conditions.

#### 1.3 EXPLANATION OF BASE BID

- A. **Base Bid:** The following items listed provide a breakdown on constructing a timber column structure complete as shown on the Drawings and described in the documents herein. The Contractor shall be responsible for providing the items required under the Base Bid and all materials necessary to properly install such equipment.
1. **Timber Column Structure** – Complete construction of a 90' x 170' x 18' (heel height) timber column structure. This shall include, but not necessarily be limited to the following:
    - a. Building Framing: (Pre-manufactured column post, 3-ply treated upper column post, wood truss system, roof purlins, wall girts, baseboard, headers, furring, and miscellaneous framing.)
    - b. Pre-Finished Metals: Roof panels, siding, and wainscot, interior wall liner panels, (where shown) soffit, metal trims, and gutter and downspouts.
    - c. Insulation: Spray foam under the roof deck.
    - d. Finished concrete floors throughout building shall receive a lithium-based concrete densifier.
    - e. All exterior metal man-doors and five (5) overhead garage doors, one roll up door, and four (4) exterior man doors.
    - f. Fourteen (14) steel guard posts for interior and exterior jamb protection at overhead doors.
    - g. Underfloor plumbing which includes:

- 1) All building waste piping and related vent piping as required. Extend waste piping beyond exterior wall for future service connection.
  - 2) Cold water service line. Extend beyond exterior wall for future service connection.
  - 3) Pre-sloped garage trench drain system as shown on the Drawings.
  - 4) Three (3) compartment oil separator holding tank, and related venting as required.
  - 5) All indicated floor drains and cleanouts.
  - 6) All piping (waste and supply) shall extend above floor line. Provide approved cap.
- h. Exterior aluminum insulated windows.

2. Site Work:

- a. Contractor shall be required to re-work the existing bituminous grindings to establish the required sub-base grade.

B. Explanation of Alternate Bid

1. Alternate Bid No. 1: The Contractor shall provide an alternate cost to construct a mezzanine structure as indicated on the Plans which will include framing (wood & steel), plywood floor deck, wood guard rail, wood stairs, handrail, bearing and partition walls and columns. Additional fire suppression equipment must be included for each required area. Metal liner panel will be required on the garage side of walls as indicated on Plans.

1.4 CONTRACTOR'S USE OF SITE

A. Limit use of site to allow:

1. Work by Others and Work by Owner.
2. Use of site by the public and Owner as necessary.

B. Construction Operations: Limited to areas noted on Drawings.

1.5 WORK SEQUENCE

- A. The Contractor shall submit, within 15 days after date of Owner-Contractor Agreement, an anticipated work sequence and revised work sequence with each pay request.

1.6 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

B. In addition to these Specifications, the following documents shall be considered standard specifications for this project:

1. International Building Code, 2021 edition.
2. Illinois State Plumbing Code, 2014 edition.
3. Illinois Accessibility Code, latest edition and 2010 ADA Standards.
4. National Electric Code, 2023 edition.
5. Other regulations as applicable.

- C. In case of conflict between the above-referenced "Standard Specifications" and the Drawings and Specifications for this project, the Drawings and Specifications for this project will govern.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Change procedures.
- D. Defect assessment.
- E. Unit prices.
- F. Alternates.

#### 1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Schedule of Quantities/Summary of Quantities established in the Contract Documents for Unit Price Contracts.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

#### 1.3 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702. Contractor's electronic media driven form will be considered and requires Engineer's approval.
- B. Content and Format: Utilize Schedule of Quantities/Summary of Quantities for listing items in Application for Payment for Unit Price Contracts. Lump Sum Contracts shall list items per the Engineer approved Schedule of Values.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment period: Payment periods shall be one-month intervals. The beginning and ending date of the pay periods will be discussed and determined at the Pre-Construction Conference.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300 – Submittal Procedures.

- F. Submit partial waivers of lien from the Contractor and his suppliers and subcontractors.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
  - 1. Partial release of liens from major Subcontractors and vendors.
  - 2. Affidavits/invoices attesting to off-site stored products and associated insurance certificate.
  - 3. Affidavits/invoices attesting to on-site stored products stored but not installed.
  - 4. Construction Progress Schedule, revised and current.

#### 1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- C. Engineer may issue Proposal Request or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 3 days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors. Document requested substitutions in accordance with Section 01 2500 – Substitution Procedures.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request/Notice of Change and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.
- F. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Construction Change Directive: Engineer may issue directive, on Engineer's designated form, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. The Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

- I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: Change Orders shall be processed on the Engineer's provided Change Order Form found in these Specifications.
- L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.

#### 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of required work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

## 1.6 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections or identified in the Contract Documents.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
  - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
  - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested and certified by the Illinois Department of Transportation or the State of Illinois Weights and Measures Department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the Illinois Department of Transportation or the State of Illinois Weights and Measures Department within the past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

## 1.7 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.

B. Coordinate related Work and modify surrounding Work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## SECTION 01 2500 - SUBSTITUTION PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product substitution procedures.

#### 1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

#### 1.3 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 15 days after issuance of Notice of Award.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.
  - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  - 5. Changes required in other Work.
  - 6. Availability of maintenance service and source of replacement parts as applicable.
  - 7. Certified test data to show compliance with performance characteristics specified.
  - 8. Samples when applicable or requested.
  - 9. Other information as necessary to assist Engineer's evaluation.
- D. A request constitutes a representation that Bidder/Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for substitution as for specified product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
  6. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of requests for substitutions for consideration. Limit each request to one proposed substitution.
  2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Closeout meeting.

#### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Substantial Completion, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of completed, satisfactory work.

#### 1.3 FIELD ENGINEERING

- A. The Owner shall employ a land surveyor and field engineer (the Engineer). The Contractor shall notify the Engineer a minimum of 2 days prior to the start of the work.
- B. When construction layout/stakeout is required, the Contractor shall notify the Engineer a minimum of 2 days prior to the required layout. Requests made for staking/layout with less than 2 days advanced notice may not be accommodated and any delay in the Contract time or increase in Contractor's expenses shall be the sole responsibility of the Contractor.
- C. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- D. Control datum for survey is that shown on Drawings.
- E. Verify set-backs and easements; confirm drawing dimensions and elevations.
- F. Maintain complete and accurate log of control and survey points as Work progresses.

- G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- H. Promptly report to Engineer loss or destruction of reference points or relocation required because of changes in grade or other reasons.
- I. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

#### 1.4 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice to Proceed.
- B. Attendance Required: Engineer, Owner and Contractor.
- C. Minimum Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
  - 5. Designation of personnel representing parties in Contract: Contractor, Owner and Engineer.
  - 6. Communication procedures.
  - 7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Scheduling.
  - 9. Critical Work sequencing.
  - 10. Use of premises by Owner and Contractor.
  - 11. Safety, security and housekeeping procedures.
- D. Engineer: Record minutes and distribute copies to participants within two days after meeting, with copies to Contractor, Owner, and those affected by decisions made.

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
  - 1. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- B. Attendance Required: Contractor's Job Superintendent, major subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- C. Minimum Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.

5. Review of submittal schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of Progress Schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

- D. Engineer: Record minutes and distribute copies to participants within two days after meeting, with copies to Contractor, Owner, and those affected by decisions made.

## 1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.

- C. Engineer shall provide notification 14 days in advance of meeting date.

- D. Minimum Agenda:

1. Start-up of facilities and systems.
2. Operations and maintenance manuals.
3. Testing, adjusting, and balancing.
4. System demonstration and observation.
5. Operation and maintenance instructions for Owner's personnel.
6. Contractor's inspection of Work.
7. Contractor's preparation of an initial "punch list."
8. Procedure to request Engineer inspection to determine date of Substantial Completion.
9. Completion time for correcting deficiencies.
10. Inspections by authorities having jurisdiction.
11. Certificate of Occupancy and transfer of insurance responsibilities.
12. Partial release of retainage.
13. Final cleaning.
14. Preparation for final inspection.
15. Closeout Submittals:
  - a. Project record documents.
  - b. Operating and maintenance documents.
  - c. Operating and maintenance materials.
  - d. Affidavits.
16. Final Application for Payment.
17. Contractor's demobilization of Site.
18. Maintenance.

- E. Engineer: Record minutes and distribute copies to participants within two days after meeting, with copies to Contractor, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

## SECTION 01 3216 - CONSTRUCTION PROGRESS SCHEDULE

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittals.
- B. Format.
- C. Review and evaluation.
- D. Distribution.

#### 1.2 SUBMITTALS

- A. Within 15 days after date of Notice to Proceed, submit draft of proposed complete bar chart schedule for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- B. Within 7 days after joint review, submit revised Progress Schedule.
- C. Submit updated schedules with each Application for Payment.
- D. Schedule Updates:
  - 1. Overall percent complete, projected and actual.
  - 2. Completion progress by listed activity and sub activity, to within five working days prior to submittal.
  - 3. Changes in Work scope and activities modified since submittal.
  - 4. Delays in submittals or resubmittals, deliveries, or Work.
  - 5. Adjusted or modified sequences of Work.
  - 6. Other identifiable changes.
  - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
  - 1. Submit with each monthly submission of Progress Schedule.
  - 2. Summary of Work completed during the past period between reports.
  - 3. Work planned during the next period.
  - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
  - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
  - 6. Corrective action taken or proposed.

#### 1.3 FORMAT

- A. Bar chart schedule to include at least:

1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
  - a. Subcontract Work.
  - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
  - c. Move-in and other preliminary activities.
  - d. Equipment and equipment system test and startup activities.
  - e. Project closeout and cleanup.
  - f. Work sequences, constraints, and milestones.
2. Listings identified by Specification Section number.
3. Identification of the following:
  - a. Horizontal time frame by year, month, and week.
  - b. Duration, early start, and completion for each activity and subactivity.
  - c. Critical activities and Project float.
  - d. Subschedules to further define critical portions of Work.

#### 1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 7 days.

#### 1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, and Engineer.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 3300 - SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Proposed product list.
- D. Product data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection Drawings.
- M. Contractor review.
- N. Engineer review.
- O. Construction Photographs and Video.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's and Contractor's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's and Contractor's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal to Engineer with accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. 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 according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

#### 1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files to Engineer, or as opaque copies (number required by Contractor, plus three copies Engineer will retain).
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 7000 - Execution and Closeout Requirements.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files to Engineer, or as opaque copies (number required by Contractor, plus three copies Engineer will retain).
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 7000 - Execution and Closeout Requirements.

#### 1.7 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples will not be used for testing purposes unless specifically stated in specification section.
- C. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- D. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- E. Include identification on each Sample, with full Project information.
- F. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.

- G. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- H. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 7000 - Execution and Closeout Requirements.

#### 1.8 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.12 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.

- B. Submit report within five (5) days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.13 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

#### 1.14 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

#### 1.15 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by letter of acceptance and/or Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

#### 1.16 CONSTRUCTION PHOTOGRAPHS AND VIDEO

- A. Prior to the beginning of the Work, the Contractor and Engineer shall perform a walkthrough during which pre-construction photos shall be taken and video shall be recorded. The associated film/files created during this walkthrough shall be shared between the Owner, Engineer and Contractor. The purpose of this walkthrough is for the purpose of protecting all parties and is MANDATORY.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Examination.
- H. Preparation.

#### 1.2 QUALITY CONTROL

- 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. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work using persons qualified to produce required and specified quality.
- F. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### 1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

### 1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable codes.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.

### 1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by the Engineer and Owner.
  - 1. Laboratory: Authorized to operate in the State of Illinois.

2. Laboratory staff: Maintain full time registered Engineer and the required specialist on staff to review services.
  3. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspection and source quality control may occur on or off project site. Perform off-site testing as required by Engineer or Owner.
- D. Reports shall be submitted by independent firm to Engineer and Contractor, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as non-compliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
  2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
1. Test Samples of mixes submitted by Contractor.
  2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  3. Perform indicated sampling and testing of products according to specified standards.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  6. Perform additional tests required by Engineer.
  7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit 2 copies of report to Engineer and Contractor. When requested by Engineer, provide interpretation of test results.
- J. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  3. Agency or laboratory may not assume duties of Contractor.
  4. Agency or laboratory has no authority to stop the Work.

## 1.7 MANUFACTURER'S 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, startup of equipment, testing, adjusting, and balancing of equipment, and commissioning 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 manufacturer's written instructions.
- C. Refer to Section 01 3300 – Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

## SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary cooling.
  - 5. Temporary ventilation.
  - 6. Temporary water service.
  - 7. Temporary sanitary facilities.
  
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Vehicular access.
  - 3. Parking.
  - 4. Progress cleaning and waste removal.
  - 5. Traffic regulation.
  
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Water control.
  - 5. Dust control.
  - 6. Erosion and sediment control.
  - 7. Noise control.
  - 8. Pollution control.
  
- D. Removal of utilities, facilities, and controls.

#### 1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation or from Contractor's supplied power generation equipment, as needed for construction operation.

#### 1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations, if required, to achieve minimum lighting level of 2 watt/sq. ft.
  
- B. Maintain lighting and provide routine repairs.

1.4 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

1.5 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.7 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Provide separate metering and reimburse Owner for cost of water used.
- B. The use of the existing water distribution system and fire hydrants is NOT ACCEPTABLE.

1.8 TEMPORARY SANITARY FACILITIES

- A. Provide, pay for, and maintain required facilities and enclosures. Provide facilities at time of Project mobilization.
- B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.9 FIELD OFFICES AND SHEDS

- A. At his option, the Contractor shall provide a field office for his use during construction of the project. The use of a field office and any associated utility costs are the Contractor's option and are not required as a part of the Contract, and any costs associated with these items shall be considered incidental to the Contract.
- B. Preparation: Fill and grade site for temporary structures sloped for drainage away from structures.
- C. Removal: At completion of Work remove buildings, foundations utility services, and debris. Restore areas.

1.10 VEHICULAR ACCESS

- A. Since the project is to be constructed in a developed area, the Contractor shall have paved vehicular access to the project location during the project.

- B. If necessary for timely, efficient progress of the Work, construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- C. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- D. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- E. Locate as approved by the Engineer and Owner.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Temporary vehicular access shall be incidental to the Contract.
- I. The use of existing roads for construction is not prohibited; however, use may be limited at certain times of the year and depend on existing pavement conditions in certain areas. The Owner and Engineer reserve the right to restrict the use of heavy construction traffic on certain streets during the work.
- J. Damage to streets, curbs, sidewalks, etc. due to construction activity/vehicles will be repaired by the Contractor at no additional cost to the Owner.

#### 1.11 PARKING

- A. If Site space is not adequate, provide additional off-Site parking.
- B. Do not allow heavy vehicles or construction equipment in parking areas.
- C. Use of existing on-Site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- D. Use of existing parking facilities used by construction personnel is permitted.
- E. Permanent Pavements and Parking Facilities:
  - 1. Bases for permanent roads and parking areas may be used for construction traffic.
  - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
  - 3. Use of approved permanent parking structures is permitted.
- F. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
  - 2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- G. Removal, Repair:

1. Remove temporary materials and construction at Substantial Completion.
2. Repair existing permanent facilities damaged by use, to original condition.

H. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

I. Temporary parking as described shall be incidental to the Contract.

#### 1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. The Contractor will be required to provide daily site cleaning of all public streets, private driveways, sidewalks, and thoroughfares that are impacted by construction activities. The Contractor shall have a mechanical power broom on site to perform the required street sweeping at the conclusion of each work day. The Contractor shall also provide a water truck as necessary to wet the streets prior to sweeping to provide dust control.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- D. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and rubbish from Site as required and dispose of off-Site.

#### 1.13 TRAFFIC REGULATION

- A. All traffic control for this project shall conform to the Illinois Department of Transportation "Highway Standards," the Manual on Uniform Traffic Control Devices, current edition, and current Illinois Department of Transportation policies.
- B. Signs, Signals, and Devices:
  1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As outlined in IDOT Highway Standard 701901 (current edition).
  2. Traffic Cones, Drums, Flares, and Lights: As outlined in IDOT Highway Standard 701901 (current edition).
  3. Flag Person Equipment: As outlined in IDOT Highway Standard 701901 (current edition).
- C. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- D. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- E. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

F. Traffic Signs and Signals:

1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
3. Sign supports shall be provided to meet the placement and mounting height requirements of the Illinois Manual on Uniform Traffic Control Devices and Highway Standard 720006 (current edition).
4. Relocate signs and signals as Work progresses, to maintain effective traffic control.

G. Removal:

1. Remove equipment and signs when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

#### 1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barriers and barricades as outlined in IDOT Highway Standard 701901 and 704001 (current editions) for public right-of-way.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
  1. Replace trees and plants damaged by construction operations.
- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

#### 1.15 ENCLOSURES AND FENCING

- A. Construction: Contractor's option of one of the following:
  1. Commercial grade chain link fence.
  2. Plastic construction netting.
  3. Solid wood fence, painted.
- B. At the end of the construction day, the Contractor will be required to enclose the active construction site (specifically, open excavations) with, at a minimum, plastic construction netting (i.e. snow fence). The use of a combination of cones, barrels, barricades, caution tape, etc. as the primary enclosure is not acceptable. Some form of fencing MUST be installed.

#### 1.16 SECURITY

- A. Entry Control:

1. Restrict entrance of persons and vehicles into project site.
2. Allow entrance only to authorized persons with proper credentials.
3. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
4. Initiate program at Project mobilization.
5. Maintain program throughout construction period until directed by Engineer.

B. Restrictions:

1. Do no work on Sundays.

#### 1.17 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide silt fence as required to protect Site from soil erosion.
- C. The Contractor will be required to strictly adhere to the Storm Water Pollution Prevention Plan (SWPPP). It will be the Contractor's responsibility upon the start of construction to properly complete all tasks and complete all paperwork associated with the SWPPP.

#### 1.18 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. The Contractor will be required to provide daily site cleaning of all public streets, private driveways, sidewalks, and thoroughfares that are impacted by construction activities. The Contractor shall have a mechanical power broom on site to perform the required street sweeping at the conclusion of each work day. The Contractor shall also provide a water truck as necessary to wet the streets to sweeping to provide dust control.

#### 1.19 EROSION AND SEDIMENT CONTROL

- A. When applicable, implement and comply with the Storm Water Pollution Prevention Plan as prepared by the Engineer and notarized by the Owner and Contractor.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- C. Minimize surface area of bare soil exposed at one time.
- D. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

- G. Comply with sediment and erosion control plan indicated on Drawings.
- H. The Contractor will be required to strictly adhere to the Storm Water Pollution Prevention Plan (SWPPP). It will be the Contractor's responsibility upon the start of construction to properly complete all tasks and complete all paperwork associated with the SWPPP.

#### 1.20 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

#### 1.21 POLLUTION CONTROL

- A. 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.
- B. Comply with pollution and environmental control requirements of the Illinois Environmental Protection Agency.
- C. The Contractor will be required to strictly adhere to the Storm Water Pollution Prevention Plan (SWPPP). It will be the Contractor's responsibility upon the start of construction to properly complete all tasks and complete all paperwork associated with the SWPPP.

#### 1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## SECTION 01 6000 - PRODUCT REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.

#### 1.2 PRODUCTS

- A. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- B. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.

#### 1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide secure, insured off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 2500 - Substitution Procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Testing, adjusting, and balancing.
- D. Protecting installed construction.
- E. Project record documents.
- F. Product warranties and product bonds.

#### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from the site.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

#### 1.4 TESTING, ADJUSTING AND BALANCING

- A. The Contractor shall provide and pay for the required independent firm or manufacturer's representatives required to perform testing, adjusting, and balancing specified in individual product Sections.
- B. Reports will be submitted by independent firm/manufacturer's representative to Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

## 1.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- 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, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
- G. Submit documents to Engineer with claim for final Application for Payment.

## 1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work. Execute and

assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- E. Submit prior to final Application for Payment.
- F. Time Of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten 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 ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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## SECTION 03 1000 - CONCRETE FORMING AND ACCESSORIES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Formwork for cast-in-place concrete.
  - 2. Shoring, bracing, and anchorage.
  - 3. Form accessories.
  - 4. Form stripping.

#### 1.2 DESIGN REQUIREMENTS

- A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 347 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96, Procedure A.

#### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347, 301, 318, 350, and International Building Code.
- B. Perform Work in accordance with these Specifications and the Roadway Specifications.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver forms and installation instructions in manufacturer's packaging.
- B. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

#### 1.6 COORDINATION

- A. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

### PART 2 PRODUCTS

#### 2.1 WOOD FORM MATERIALS

- A. Lumber Forms:
  - 1. Application: Use for edge forms and unexposed finish concrete.

2. Boards: 6 inches or 8 inches in width, shiplapped or tongue and groove, "Standard" Grade Douglas Fir, conforming to WCLIB Standard Grading Rules for West Coast Lumber. Surface boards on four sides.

B. Plywood Forms:

1. Application: Use for exposed finish concrete.
2. Forms: Conform to PS 1; full size 4 x 8 feet panels; each panel labeled with grade trademark of APA/EWA.
3. Plywood for Surfaces to Receive Membrane Waterproofing: Minimum of 5/8 inch thick; APA/EWA "B-B Plyform Structural I Exterior" grade.
4. Plywood where "Smooth Finish" is required, as indicated on Drawings: APA/EWA "HD Overlay Plyform Structural I Exterior" grade, minimum of 3/4 inch thick.

## 2.2 PREFABRICATED FORMS

A. Manufacturers:

1. Aluma-Systems, Inc., Burke Co.
2. Economy Forms Corp.
3. Molded Fiber Glass Concrete Forms Co.
4. Perma Tubes
5. Sonoco Products Co.
6. Symons Corp.
7. Western Forms, Inc.
8. Substitutions: Section 01 6000 – Product Requirements

- B. Preformed Steel Forms: Minimum 16 gauge matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

- C. Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

- D. Steel Forms: Sheet steel, suitably reinforced, and designed for particular use indicated on Drawings.

- E. Framing, Studding and Bracing: Stud or No. 3 structural light framing grade.

## 2.3 FORMWORK ACCESSORIES

A. Form Ties:

1. Removable type, galvanized metal, cone type, with waterproofing washer, free of defects, capable of leaving holes larger than 1 inch in concrete surface.

- B. Spreaders: Standard, non-corrosive metal form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face. Wire ties, wood spreaders or through bolts are not permitted.

- C. Form Anchors and Hangers:

1. Do not use anchors and hangers on exposed concrete leaving exposed metal at concrete surface.
  2. Symmetrically arrange hangers supporting forms from structural steel members to minimize twisting or rotation of member.
  3. Penetration of structural steel members is not permitted.
- D. Form Release Agent: Colorless mineral oil that will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- E. Dovetail Anchor Slot: Galvanized steel, 22 gauge thick, foam filled, anchors for securing to concrete formwork.
1. Manufacturers:
    - a. Heckmann, Model 100
    - b. Hohmann & Barnard, Model DA 100
- F. Vapor Retarder: Where indicated on Drawings, 8 mil thick polyethylene sheet.
- G. Bituminous Joint Filler: Not allowed.
- H. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.
- I. Water Stops: Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50° F to plus 175° F working temperature range, width as indicated on Drawings, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.
- J. Corners: Fillet or chamfer, rigid plastic or wood strip type; 3/4 x 3/4 inch size minimum; maximum possible lengths.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- B. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Engineer.

### 3.2 INSTALLATION

- A. Earth Forms:
  1. EARTH FORMS ARE NOT PERMITTED.
- B. Formwork – General:
  1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.

2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
  4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
  5. Complete wedging and bracing before placing concrete.
- C. Forms for Smooth Finish Concrete:
1. Concrete surfaces exposed to view in the finished work or surfaces to receive finishes of any type (paint, textured paint, etc.) shall have a smooth form finish as defined by ACI 301. Set and maintain forms so finished concrete dimensions shall conform to the tolerances of ACI 347.
  2. Use steel, plywood, or lined board forms.
  3. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
  4. Install form lining with close-fitting square joints between separate sheets without springing into place.
  5. Use full size sheets of form lines and plywood wherever possible.
  6. Tape joints to prevent protrusions in concrete.
  7. Use care in forming and stripping wood forms to protect corners and edges.
  8. Level and continue horizontal joints.
  9. Keep wood forms wet until shipped.
- D. Forms for Surfaces to Receive Membrane Waterproofing: Use plywood or steel forms. After erection of forms, tape form joints to prevent protrusions in concrete.
- E. Framing, Studding and Bracing:
1. Space studs at 16 inches on center maximum for boards and 12 inches on center maximum for plywood.
  2. Size framing, bracing, centering, and supporting members with sufficient strength to maintain shape and position under imposed loads from construction operations.
  3. Construct beam soffits of material minimum of 2 inches thick.
  4. Distribute bracing loads over base area on which bracing is erected.
  5. When placed on ground, protect against undermining, settlement or accidental impact.
- F. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301, ACI 318, and ACI 350.
- G. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- H. Obtain Engineer's approval before framing openings in structural members not indicated on Drawings.
- I. Install chamfer strips on all external corners.
- J. Install void forms in accordance with manufacturer's recommendations.

### 3.3 APPLICATION – FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive finishes that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

### 3.4 INSTALLATION – INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Install formed openings for items to be embedded in or passing through concrete work.
- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install water stops continuous without displacing reinforcement. Heat seal joints watertight. Water stops shall be installed at all construction joints.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- H. Form Ties:
  - 1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
  - 2. Leave inner rods in concrete where forms are stripped.
  - 3. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.
- I. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- J. Construction Joints:
  - 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.

2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true and sharp.

K. Embedded items:

1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
2. Do not embed wood or uncoated aluminum in concrete.
3. Obtain installation and setting information for embedded items furnished under other Specification sections.
4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
5. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations.

L. Openings for Items Passing Through Concrete:

1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

M. Screeds:

1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

N. Screenshot Supports:

1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membranes.
2. Staking through membrane is not permitted.

O. Cleanouts and Access Panels:

1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

### 3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.

- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

### 3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Engineer.
- B. Loose forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Leave forms in place for minimum number of days as specified in ACI 347. Forms and shoring for elevated beams and floor slabs shall remain in place until the specified concrete compressive strength is obtained and documented by tests.

### 3.7 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances by ACI 301 and ACI 318.

### 3.8 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Notify Engineer after placement of reinforcing steel in forms, but prior to placing concrete.
- C. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

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## SECTION 03 2000 - CONCRETE REINFORCING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Reinforcing bars.
  2. Welded wire fabric.
  3. Reinforcement accessories.

#### 1.2 REFERENCES

- A. American Concrete Institute:
1. ACI 301 – Specifications for Structural Concrete.
  2. ACI 318 – Building Code Requirements for Structural Concrete.
  3. ACI 503.1 – Specifications for Masonry Structures.
  4. ACI SP-66 – ACI Detailing Manual.
  5. ACI 350 – Code Requirements for Environmental Engineering Concrete Structures.
- B. ASTM International:
1. ASTM A185 – Standard Specification for Steel Welded Wire, Plain, for Concrete Reinforcement.
  2. ASTM A615/A615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- C. American Welding Society:
1. AWS D1.4 – Structural Welding Code – Reinforcing Steel.
- D. Concrete Reinforcing Steel Institute:
1. CRSI – Manual of Standard Practice.
  2. CRSI – Placing Reinforcing Bars.

#### 1.3 SUBMITTALS

- A. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.
- B. Certificates: Submit AWS qualification certificate for welders employed on the Work.
- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
1. Submit certified copies of mill test report of reinforcement materials analysis.

#### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301, ACI, 318, ACI 350, and CRSI – Manual of Standard Practice.

- B. Prepare shop drawings in accordance with ACI SP-66.
- C. Perform Work in accordance with these Specifications and the Roadway Specifications.
- D. Maintain one copy of each document on site.

## 1.5 QUALIFICATIONS

- A. Welders: AWS qualified within previous 12 months.

## 1.6 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other Work.

## PART 2 PRODUCTS

### 2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M; 60 ksi yield strength, deformed billet steel bars, unfinished.
- B. Welded Plain Wire Fabric: ASTM A185; in flat sheets; unfinished.
- C. Epoxy Coated Reinforcing Steel: To be used where indicated on the Drawings. ASTM A775/AASHTO M284; 60 ksi yield strength.

### 2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gauge annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers; Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.
- C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic-coated steel type; size and shape to meet Project conditions.
- D. Reinforcing Splicing Devices: Full mechanical type. Splice shall develop at least 125% of the specified yield strength of the bar. The mechanical connection shall be a positive butt splice utilizing lock shear bolts and internal serrated grip rails within the coupling sleeve manufactured from high quality steel. The heads of the lock shear bolts shall be designed to shear off at a prescribed torque to ensure proper installation. Install per manufacturer's recommendations.

### 2.3 FABRICATION:

- A. Fabricate concrete reinforcement in accordance with ACI 318, ACI 350, and the CRSI – Manual of Standard Practice.

- B. Form standard hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- D. Fabricate column reinforcement with offset bends at reinforcement splices.
- E. Do not weld reinforcement.
- F. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Engineer.

## PART 3 EXECUTION

### 3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
  - 1. Do not weld crossing reinforcement bars for assembly.
- B. Do not displace or damage vapor retarder.
- C. Accommodate placement of formed openings.
- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
- E. Maintain concrete cover around reinforcement in accordance with ACI 318 and as indicated on Drawings.
- F. Splice reinforcing where indicated on Drawings and in accordance with splicing device manufacturer's instructions.

### 3.2 ERECTION TOLERANCES

- A. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth:	Depth Tolerance:	Concrete Cover Tolerance:
Greater than 8 inches	Plus or minus 3/8 inch	Minus 3/8 inch
Less than 8 inches	Plus or minus 1/2 inch	Minus 1/2 inch

- B. Install reinforcement for masonry within the tolerances specified in ACI 530.1.

### 3.3 FIELD QUALITY CONTROL

- A. Provide free access to Work and cooperate with appointed firm.
- B. Reinforcement Inspection:

1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
2. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
3. Welding: Inspect welds in accordance with AWS D1.1.
4. Weldability Inspection. Inspect for reinforcement weldability when formed from steel other than ASTM A706.

END OF SECTION

## SECTION 03 3000 - CAST-IN-PLACE CONCRETE

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
  - 1. Building frame members.
  - 2. Walls.
  - 3. Foundation walls.
  - 4. Slabs on grade.
  - 5. Control, expansion and contraction joint devices.
  - 6. Equipment pads.
  - 7. Light pole base.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96, Procedure A.

#### 1.3 SUBMITTALS

- A. Product Data: Submit data on joint devices, and attachment accessories.
- B. Design Data:
  - 1. Submit concrete mix design for each concrete strength.
  - 2. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
    - b. Air-entrained concrete work.
  - 3. Identify mix ingredients and proportions.
  - 4. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
  - 5. Submit compressive strength test results obtained on a test batch using each mix design to be used on this project.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.

- D. Acquire cement and aggregate from one source for Work.
- E. Maintain one copy of each document on site.

## 1.6 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

## PART 2 PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I – Normal, Portland type; Type II – Moderate Heat of Hydration; Type III – High Early Strength; or Type IV – Low Heat of Hydration as needed to meet requirements. Use one brand of cement throughout project, unless approved by Engineer.
- B. Aggregates: ASTM C33, normal weight.
  - 1. Fine and Coarse Aggregate
    - a. In accordance with Sections 1003.02 and 1004.02 of the Roadway Specifications.
    - b. Maximum size in accordance with ACI 318.
- C. Water: ACI 318; potable, not detrimental to concrete or steel.

### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
  - 1. Manufacturers:
    - a. W. R. Grace – Darex AEA.
    - b. Sika Chemical Corp. – Sika AER
    - c. Master Builders Co. – MB-VR
    - d. Substitutions: Section 01 6000 – Product Requirements.
- B. Water Reducing: ASTM C494/C494M
  - 1. Use only with approval of Engineer.
- C. Calcium Chloride: NOT PERMITTED
- D. Fibers for fiber reinforced concrete: NOT PERMITTED

### 2.3 ACCESSORIES

- A. Non-Shrink Grout: ASTM C1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
  - 1. Manufacturers:
    - a. Master Builders – Masterflow
    - b. U.S. Grout Corp. – Five Star Grout

- c. W. R. Meadows – 588 Grout
- d. Substitutions: Section 01 6000 – Product Requirements.

## 2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: ASTM D1751; Premolded flexible, lightweight, non-staining, polyethylene, and closed cell; 1/2” inch thick; Deck-O-Foam manufactured by W. R. Meadows or approved equal.
- B. Sealant: Polyurethane, Gun-Grade or self-leveling.

## 2.5 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Concrete mix design shall be per the following schedule:
  - 1. PCC Pavement Patches: Class PP-1 per the requirements of Section 1020 of the Roadway Specifications.
  - 2. Pavement: Class PV per the requirements of Section 1020 of the Roadway Specifications.
  - 3. Structures, Sidewalks, Curb and Gutter, Interior Floor Slabs, and Concrete Fillets: Class SI per the requirements of Section 1020 of the Roadway Specifications.
- C. Average Compressive Strength Reduction: Not permitted.
- D. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M and ASTM C685/C685M.
- E. Provide concrete to the following criteria:

<u>Unit</u>	<u>Measurement</u>
For Structures: Compressive Strength (14 day)	4000 psi
For Sidewalk, Pavement, Curb & Gutter, (14 day)	3500 psi

- F. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- G. Use set retarding admixtures during hot weather only when approved by Engineer.
- H. The addition of reinforcing fibers shall not be permitted.
- I. Add air entraining agent to normal weight concrete mix for work exposed to exterior.
- J. Workability: Concrete shall have a workability such that it will fill the forms without voids or honeycombs with proper ventilation without permitting materials to separate or excess water to collect on the surface.
- K. Concrete Temperatures: Temperatures for concrete placement shall be in accordance with Section 1020.14 of the Roadway Specifications.
  - 1. Maintain concrete temperature above 50° F for minimum of 7 days following placement.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcements.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials. Remove concrete splatter from reinforcing bars.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.

### 3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, ACI 318, and ACI 350.
- B. Notify testing laboratory and Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and all other pre-placed items are not disturbed during concrete placement.
- D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- F. Separate slabs on grade from vertical surfaces with joint filler.
- G. Place joint filler in floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- H. Extend joint filler from bottom of slab to within ½ inch of finished slab surface. Conform to finish joint sealer requirements.
- I. Apply sealants in joint devices.
- J. Deposit concrete at final position. Prevent segregation of mix.

- K. Place concrete in continuous operation for each panel or section determined by predetermined joints. Provide adequate numbers of conveyors or pumping devices to ensure cold joints do not occur.
- L. Consolidate concrete.
- M. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- N. Place concrete continuously between predetermined expansion, control, and construction joints. Provide adequate numbers of conveyors or pumping devices to ensure cold joints do not occur.
- O. Do not interrupt successive placement; do not permit cold joints to occur.
- P. The consistency of concrete must be plastic and cohesive, not fluid, yet sufficiently soft to flow freely to fill the crevices. Work around reinforcement without excessive puddling or spading and without permitting materials to segregate, or free water to collect on the surfaces.
- Q. Concrete not placed within 90 minutes of initial mix will be rejected.
- R. Concrete from its point of release to mixers, hoppers, or conveyances, shall not be permitted to drop more than 5 feet. Deposit concrete directly into conveyances and directly from conveyances to final points of deposit. Sufficient transportation equipment in good working order shall be on hand before work begins. All conveying equipment shall be clean and kept clean during concreting operations. Take every possible precaution to prevent separation or loss of ingredients.
- S. Deposit concrete in wall forms in layers not greater than 24 inches in depth. Each layer shall be compacted before succeeding layer is placed. No water or foreign materials shall be left in forms during concrete placement.
- T. Consolidation of concrete shall conform to ACI 309. Place concrete as near as possible to final position to prevent segregation. Do not use vibrators to transport concrete within forms. Consolidate concrete in walls, columns, beams and slabs or joists construction thicker than 8 inches with internal vibrators (8000 to 12000 V.P.M.). Slabs less than 8 inches thick may be consolidated with internal vibrators (9000 to 13500 V.P.M.) or vibrating screeds supported on forms, screed boards, boards or rails, approved by the Structural Engineer. Supplement vibration by forking or hand spading along surface adjacent to forms and construction joints.
- U. Retempering of concrete will not be permitted. Concrete that has obtained its initial set shall be discarded.
- V. At exterior concrete surfaces, except slabs, strip forms and cut tie-wires to depth of 3/4 inch. Dampen tie holes and all honeycombed areas with clean water and patch flush with patching mortar. Add one part bonding agent to three parts clean water and mix with patching mortar. Mix and apply heavy first coat at two pounds per square yard. Apply second brush coat at same rate after finish has set. When finish coat has set, float it to uniform texture with a sponge float.

- W. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/3 depth of slab thickness.
- X. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/8 inch in 10 ft.

### 3.4 CONCRETE FINISHING

- A. Provide formed concrete surfaces to be left exposed (concrete walls, columns, beams, and joists) with smooth rubbed finish. Rubbing shall be performed with a stone specifically designed for rubbing concrete. The use of power tools and/or the use of a burlap sack for rubbing are not acceptable. Rubbing shall be performed to the approval of the Engineer. Rubbing shall extend 6 inches below the finished grade of exterior exposed walls. Interior of tank walls shall have form tie hole patches, ridges created by forms, and any other defect patched and rubbed. The entire interior surface does not need to be rubbed.
- B. Sidewalks, stairs, and curb and gutter shall receive a light broom finish perpendicular to the direction of traffic.
- C. Pavements and driveways shall receive a heavy broom finish perpendicular to the direction of traffic.
- D. The building interior slabs shall receive a smooth, steel troweled finish.
- E. In areas with drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on Drawings.

### 3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Protect exposed surfaces from premature drying.
- D. Protect freshly placed concrete against wash by rain.
- E. Protect concrete surface from drying for seven (7) continuous days after placement, including weekends and holidays (3 days if Type III Portland cement is used); alternate cycles of wetting and drying not permitted.
- F. All floor areas and foundation walls shall receive two (2) coats of membrane curing compound; comply with manufacturer's instructions. Membrane curing compound: ASTM C309 Type I, acrylic type, clear, containing a minimum 18 percent solids.
- G. At end of water cure period, before allowing concrete to dry, rinse and flush surface to remove reaction products.

- H. Protect freshly placed concrete from all traffic, including Contractor's vehicles, until 100% of design strength is attained.
- I. Do not allow flowing water to contact concrete while it is in a plastic state. Do not allow flowing water to contact formwork edges or joints.
- J. Concrete other than structures shall be protected from low air temperatures in accordance with Section 1020.13(c) of the Roadway Specifications.
- K. Concrete structures shall be protected from low air temperatures in accordance with Section 1020.13(d) of the Roadway Specifications with the exception that only protection Method II will be permitted for vertical elements (walls or columns) or slabs supported above grade.

### 3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318 and ACI 350.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- D. Concrete Inspections:
  - 1. Continuous Placement Inspection: Inspect for proper installation procedures.
  - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- E. Strength Test Samples:
  - 1. Sampling Procedures: ASTM C172.
  - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
  - 3. Sample concrete and make one set of three cylinders for every 50 cu yds or less of each class of concrete placed each day.
  - 4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
  - 5. Make one additional cylinder during cold weather concreting, and field cure.
- F. Field Testing:
  - 1. Slump Test Method: ASTM C143/C143M.
- G. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface and install hot-applied joint sealer.
- H. Deposit concrete at final position. Prevent segregation of mix.
- I. Place concrete in continuous operation for each panel or section determined by predetermined joints.

- J. Consolidate concrete.
- K. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- L. Place concrete continuously between predetermined expansion, control, and construction joints.
- M. Do not interrupt successive placement; do not permit cold joints to occur.
- N. Place floor slabs in checkerboard or saw cut pattern indicated.
- O. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/3 depth of slab thickness.
- P. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/8 inch in 10 ft.

### 3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed by Engineer.

### 3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

## SECTION 06 1000 - ROUGH CARPENTRY

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Structural wall and roof framing.
  2. Built-up structural beams and columns.
  3. Shear walls.
  4. Floor, wall, and roof sheathing.
  5. Sill gaskets.
  6. Preservative treatment of wood.
  7. Miscellaneous framing and sheathing.
  8. Concealed wood blocking for support of toilet and bath accessories, wall cabinets, wood trim and other wall-supported items.

#### 1.2 SUBMITTALS

- A. Product Data: Submit technical data on water resistive barrier sheathing, wood preservative materials, and application instructions. Include data on air/moisture infiltration protection based on testing according to referencing standards.
- B. Shop Drawings for Fabricated Glue Laminated Beams and Columns: Indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, erection details, and sequence.
- C. Samples: Submit two samples of barrier sheathing, 6 by 6 inch in size, illustrating wood grain, barrier, and finish.

#### 1.3 QUALITY ASSURANCE

- A. Perform Work according to the following:
1. Lumber Grading Agency: Certified by DOC PS 20.
  2. Wood Structural Panel Grading Agency: Certified by APA - The Engineered Wood Association.
  3. Lumber: DOC PS 20.
  4. Wood Structural Panels: DOC PS 1 or PS 2.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Outdoor Storage: Comply with manufacturer's recommendations.
1. Set panel bundles on supports to keep off ground.
  2. Cover panels loosely with waterproof protective material.
  3. Anchor covers on top of stack, but keep away from sides and bottom to assure adequate air circulation.
  4. When high moisture conditions exist, cut banding on panel stack to prevent edge damage.

## PART 2 PRODUCTS

### 2.1 ENGINEERED WOOD PRODUCTS

- A. Engineered Wood Products:
  - 1. Manufactured with an exterior-type adhesive according to ASTM D2559.
  - 2. Evaluated and monitored according to ASTM D5456.
- B. Types:
  - 1. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths.

### 2.2 LUMBER MATERIALS

- A. Lumber Grading Rules: Comply with SPIB.
- B. Framing and Studs:
  - 1. Species: Southern pine
  - 2. Grade: Minimum No. 2 grade
  - 3. Moisture Content: Maximum 19%

### 2.3 SHEATHING MATERIALS

- A. Manufacturers:
  - 1. Drywood Products
  - 2. Huber Engineered Woods, Zip System Products.
  - 3. Substitutions: Section 01 6000 – Product Requirements.
- B. Roof Sheathing: 5/8" thick (min.)
  - 1. Wood Structural Panel Roof Sheathing: oriented strand board; Min. Span Rating 40/20; Exposure Durability 1. With factory laminated integral water resistive barrier.
    - a. Air Leakage: Maximum .0072 cfm/sq. ft. infiltration at a pressure differential of 1.57 psf.
    - b. Perm Rating: 12-16
    - c. Exposure Rating: Minimum 90 days
- C. Exterior Sheathing: 5/8" thick
  - 1. Wood Structural Panel Wall Sheathing: oriented strand board; Min. Span Rating 40/20; Exposure Durability 1. With factory laminated integral water resistive barrier.
    - a. Air Leakage: Maximum .0072 cfm/sq. ft. infiltration at a pressure of 1.57 psi.
    - b. Perm Rating: 12-16
    - c. Exposure Rating: Minimum 90 days
- D. Telephone and Electrical Panel Boards: APA plywood.
  - 1. Size and thickness as required by telephone and electrical panel manufacturers.
  - 2. Minimum 3/4" thickness and 6" larger than panels.

## 2.4 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWWPA U1, commodity specification A-sawn products of F-wood composites using waterborne ACQ or SBX preservative.

## 2.5 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Polymer coated steel for high-humidity and treated wood locations, unfinished steel elsewhere.
  - 2. Nails and Staples: ASTM F1667.
  - 3. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorage to steel.
- B. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, proprietary seam tape consisting of polyolefin film with acrylic adhesive.
  - 1. Thickness: 0.012 inch.
  - 2. Width: 6 inch.
- C. Joist Hangers: Hot-dip galvanized steel, sized to suit framing conditions, or as detailed on Drawings, manufactured by Simpson Strong tie as noted on Drawings or acceptable manufacturer.
- D. Sill Gasket on Top of Foundation Wall: 1/4 inch thick, plate width, closed-cell polyethylene foam from continuous rolls.

## PART 3 EXECUTION

### 3.1 APPLICATION

- A. Framing:
  - 1. Carefully select all members. Select individual pieces so that knots and defects will not interfere with placement of bolts, when nailing or making connections. Discard defective pieces.
  - 2. Set structural members level and plumb, in correct position.
  - 3. Fasten framing according to applicable code.
  - 4. Make provisions for erection loads and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
  - 5. Place horizontal members crown side up.
  - 6. Construct load-bearing framing and curb members full length without splices.
  - 7. Double members at openings over 24 inches wide. Space short studs over and under opening to stud spacing.
  - 8. Place sill gasket directly on cementitious foundation. Puncture gasket clean, and fit tight to protruding foundation anchor bolts.
  - 9. Coordinate installation of glue-laminated structural units and prefabricated wood trusses.

10. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
11. Coordinate curb installation with installation of decking and support of deck openings.

B. Sheathing:

1. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
2. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
3. Securely attach to substrate by fastening as indicated.
  - a. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
4. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

C. Wood Structural Panel Installation:

1. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
2. Fastening Methods: Fasten panels as indicated below:
  - a. Wall and Roof Sheathing
    - 1) Nail to wood framing.
    - 2) Screw to cold-formed metal framing.
    - 3) Space panels 1/8 inch apart at edges and ends.
    - 4) Install fasteners 3/8 inch to 1/2 inch from panel edges.
    - 5) Space fasteners as indicated on Drawings.

D. Sheathing Joint Treatment

1. Seal sheathing joints according to sheathing manufacturer's written instructions.
  - a. Apply seam tape to joints between sheathing panels.
  - b. Utilize tape gun or hard rubber roller provided by manufacturer to ensure tape is completely adhered to substrates.

E. Flexible Flashing Installation

1. Apply flexible flashing where indicated to comply with manufacturer's written instructions.
  - a. After flashing has been applied, roll surfaces with a hard rubber to ensure that flashing is completely adhered to substrates.
  - b. Width for Flexible Flashing: 6 inch.

### 3.2 TOLERANCES

- A. Framing and Furring Members to Receive a Finished Wall or Ceiling: Align finish surface to vary not more than 1/8 inch from a theoretical plane or surfaces of the room or space.
- B. Other Framing Members: 1/4 inch from indicated position, maximum.

END OF SECTION

## SECTION 07 9000 – JOINT PROTECTION

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes sealants and joint backing, precompressed foam sealers, hollow gaskets, and accessories.

#### 1.2 SUBMITTALS

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Samples: Submit two samples illustrating sealant colors for selection.
- C. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- D. Warranty: Include coverage for installed sealants and accessories failing to achieve airtight seal, watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

#### 1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience, and approved by manufacturer.

#### 1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

#### 1.5 WARRANTY

- A. Provide manufacturer's five year standard material warranty.
- B. Include coverage for replacement of sealant materials which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure, provided sealant has been installed per manufacturer's recommendations.

### PART 2 PRODUCTS

#### 2.1 JOINT SEALERS

- A. Manufacturers:
  - 1. Sonneborn
  - 2. Tremco

3. Dow Corning Corp.
4. Sika Corp.

B. Products Description:

1. Sealant – Non-sag Polyurethane Sealant: ASTM C920, Grade NS, Class 35, Uses NT, M; single component, chemical curing, non-staining, non-bleeding.
  - a. Size: Width and depth as recommended by manufacturer to achieve specified warranty.
  - b. Color: Colors as selected by Owner.
  - c. Movement Capability: Plus and minus 25 percent.
  - d. Service Temperature Range: -40 to 180 degrees F.
  - e. Shore A Hardness Range: 20 to 35.

## 2.2 EXPANSION JOINT FILLER

- A. Performance Based Specifications: Expansion joint filler shall be flexible, lightweight, non-staining, polyethylene, and closed cell. It shall be a chemical-resistant, ultraviolet stable, non-absorbent, low density, compressible foam and have the following requirements:
1. Density, ASTM D1751: 2.0 lbs/cu. ft.
  2. Compression, ASTM D3575
    - a. 10% Deflection: 10 psi
    - b. 80% Deflection: 125 psi
  3. Tensile Strength, ASTM D3575: 55 psi
  4. Water Absorption, ASTM D3575: 0.5% vol. maximum
  5. Temperature Stability: -40 to 160 degrees F.
  6. Size and Shape: As indicated on Drawings.
  7. Applications: As indicated on Drawings.

## 2.3 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

### 3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.
- D. Protect elements surrounding Work of this Section from damage or disfiguration.

### 3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.
- G. Precompressed Joint Filler: Do not stretch; avoid joints except at corners, ends, and intersections; install with face flush adjoining surface.

### 3.4 CLEANING

- A. Clean adjacent soiled surfaces.

### 3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Protect sealants until cured.

END OF SECTION

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## SECTION 08 1342 – METAL DOORS AND FRAMES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Steel doors and frames.

#### 1.2 SUBMITTALS

- A. For each type of door and frame indicated, include door designation, type, level and model, material descriptions, core description, construction details, label compliance, sound and fire resistance rating (if applicable) and finishes.
- B. Shop Drawings – Within 30 calendar days after the Contractor has received the Owner’s “Notice to Proceed” submit:
1. Elevations of each door design.
  2. Details of door including vertical and horizontal edge details.
  3. Frame details for each frame type including dimensioned profiles.
  4. Details and locations of reinforcement and preparation for hardware.
  5. Details of each different wall opening condition.
  6. Details of anchorages, accessories, joints and connections.
  7. Coordination of glazing, frames and stops with glass and glazing requirements.
  8. Manufacturer’s specifications and other data needed to prove compliance with specified requirements.
  9. Manufacturer’s recommended installation procedure which, when approved, shall be the actual installation procedures used on this work.
- C. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.

#### 1.3 QUALITY ASSURANCE

- A. Steel Door and Frame Standard: Comply with ANSI A250.8, unless more stringent requirements are indicated.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver Doors and Frames: Properly wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames on delivery for damage, and notify shipper and supplier if damage is found. Minor damages may be repaired, provided refinished items match new work and are acceptable to Engineer. Remove and replace damaged items that cannot be repaired as directed.
- C. Store doors and frames at building site protected and under cover.

## 1.5 COORDINATION

- A. Coordinate Work with door opening construction, door frame, and door hardware installation.

## PART 2 PRODUCTS

### 2.1 STANDARD STEEL DOORS

#### A. Manufacturers:

1. Ceco Door; ASSA ABLOY.
2. Curries Company; ASSA ABLOY.
3. Mesker Door, Inc.
4. Pioneer Industries, Inc.
5. Republic Doors and Frames.
6. Steelcraft; an Ingersoll-Rand brand.

#### B. Product Description:

1. Exterior Doors (Insulated): SDI 108, 1-3/4 inch thick.
  - a. Extra heavy duty, nominal 16 gage/0.053 inch thick face sheets, full flush design.
2. Interior Doors (Non-Rated and SDI 108 1-3/4" thick rated)
  - a. Extra heavy duty, 16 gage/0.053 inch thick face sheet, full flush design.

#### C. COMPONENTS

1. Face: Steel sheet in accordance with SDI 108, galvanized.
2. End Closure: Channel, 0.04 inches thick, inverted.
3. Core: Polyurethane.
4. Thermal Insulated Door: Total insulation R-Value of 7, measured in accordance with ASTM C1363.
5. Frames: 16 gage nominal thickness metal.
6. Silencers: Resilient rubber fitted on drilled holes.
7. Astragals: Aluminum "T" shaped specifically for double doors.
8. Primer: ANSI A250.10 rust inhibitive type.
9. Weatherstripping: Resilient vinyl set in aluminum retainer.

#### D. HARDWARE

1. Hardware shall be as indicated on the Drawings.

#### E. FABRICATION

1. Fabricate doors and frames with hardware reinforcement welded in place.
2. Attach astragal to inactive leaf pairs of doors.
3. Fabricate frames.
4. Fabricate frames to suite masonry wall coursing with 4 inches head member.
5. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
6. Prepare frames for silencers and install.

#### F. FINISHES, GENERAL

1. Steel Sheet: Galvanized to ASTM A653/A653M G90.

2. Primer: Baked.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify opening sizes and tolerance are acceptable.

#### 3.2 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's requirements.
- B. Frames:
  1. Prior to installation, all frames must be checked for rack, twist, and out square conditions.
  2. Place frames prior to enclosing walls and ceilings. Set frames accurately in position, plumbed and braced securely until permanent anchors are set. Remove shipping bar spreader and insert a wood spreader cut to the opening width, notched to clear the stops.
  3. Verify that all metal frame surfaces are coated with the factory-applied primer. Re-paint all bare metal surfaces prior to installation (where applicable).
  4. Comply with Drawings, shop drawings, and manufacturer's written instructions for installing frames.
  5. Set sill threshold in bed of approved sealant for weather tight construction.
  6. Separate aluminum and other corrosive surfaces from sources of corrosion or electrolytical action at points of contact with other materials.
- C. Doors:
  1. Install doors plumb and in true alignment in a prepared opening and fasten them to achieve the maximum operational effectiveness and appearance.
  2. Proper door clearance must be maintained in accordance with SDI-110.
  3. Where necessary, only metal hinge shims are accessible to maintain clearances.
  4. "Installation Guide for Doors and Hardware" published by DHI is recommended for further details.
- D. Hardware must be applied in accordance with hardware manufacturer's templates and instructions.

#### 3.3 ADJUST AND CLEAN

- A. Check and re-adjust operating finish hardware items in hollow metal work just prior to final inspection. Leave work in complete and proper condition.

#### 3.4 SCHEDULES

- A. After installation, copies of the door schedules are to be given to the Owner when the building is accepted.

END OF SECTION

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## SECTION 08 7100 – DOOR HARDWARE

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes door hardware for steel doors and related accessories.

#### 1.2 SUBMITTALS

- A. Shop Drawings:
  - 1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts.
  - 2. Submit manufacturer's parts lists.
- B. Samples:
  - 1. Submit one sample illustrating style, color, and finish, as indicated on the Drawings.
- C. Manufacturer's Installation Instructions: Submit special procedures, and perimeter conditions requiring special attention.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of installed cylinders and their master key code.
- B. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- C. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.

#### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
  - 1. ANSI A156 series.
  - 2. UL 305.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- B. Hardware Supplier: Company specializing in supply commercial door hardware with minimum three years' experience.
- C. Hardware Supplier Personnel: Employ qualified person to assist in Work of this Section.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.

## 1.7 COORDINATION

- A. Coordinate work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
  - 1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.
- B. Sequence installation to accommodate required utility connections.
- C. Coordinate Owner's keying requirements during course of Work.

## 1.8 WARRANTY

- A. Furnish five year manufacturer warranty for locksets and door closers.

## 1.9 MAINTENANCE MATERIALS

- A. Furnish special wrenches and tools applicable for each different and for each special hardware component.

## PART 2 PRODUCTS

### 2.1 COMPONENTS

- A. General Hardware Requirements: When not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
  - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in Work.
  - 2. Reinforcing Units: Furnished by door and frame manufacturers; coordinated by hardware supplier or hardware manufacturer.
  - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
    - a. Finish: Match hardware item being fastened.
- B. Hinges: ANSI A156.1, full mortise type.
  - 1. Number: Furnish minimum three hinges for each door leaf.
  - 2. Size and Weight: 4-1/2 inch x 4-1/2 inch, heavy weight ball bearing.
  - 3. Pins: Furnish non-ferrous hinges with non-removable pins (NRP) at exterior and locked outswinging doors, non-rising pins at interior doors.
  - 4. Finish: As selected by Owner.
  - 5. Acceptable Manufacturers:

- a. Bommer Industries, Inc. BB5006
  - b. Hager Companies BB1199
  - c. McKinney Products Company T4A3386
  - d. Stanley Hardware FBB199
- C. Mortise Locksets: Typical 2-3/4 inch backset. Furnish standard strikes with extended lips.
- 1. Locksets: Grade 1
  - 2. Finish: As selected by Owner.
  - 3. Acceptable Manufacturers:
    - a. DORMA Architectural Hardware ML Series
    - b. Schlage Locks L9000 Series
    - c. Sargent Lock Co. 8200 Series
- D. Exit Devices: ANSI A156.3, Grade 1 rim type. Standard strikes with extended lips.
- 1. Types: Suitable for doors requiring exit devices.
  - 2. Finish: As selected by Owner.
  - 3. Acceptable Manufacturers:
    - a. DORMA Architectural Hardware 9000 Series
    - b. Precision Hardware 2000 Series
    - c. Sargent Lock Co. 9900 Series
    - d. Von Duprin, Inc. 98 Series
- E. Key Cylinders: ANSI A156.5, Grade 1, interchangeable core type cylinders.
- 1. Keying: Key to Owner's existing keying system.
- F. Closers: ANSI A156.4 modern type with cover, surface-mounted closers; full rack and pinion type with steel spring and non-freezing hydraulic fluid.
- 1. Adjustability: Furnish controls for regulating closing, latching, speeds, and back checking.
  - 2. Arms: Type to suit individual condition.
  - 3. Location: Mount closers on inside of exterior doors, room side of interior doors typical; mount on pull side of other doors.
  - 4. Operating Pressure: Maximum operating pressure as follows:
    - a. Interior Doors: Maximum 5 pounds.
    - b. Exterior Doors: Maximum 8.5 pounds.
  - 5. Acceptable Manufacturers:
    - a. DORMA Architectural Hardware 8600 Series
    - b. LCN Closers 1460 Series
    - c. Sargent Manufacturing 1400 Series
- G. Weatherstripping:
- 1. Acceptable Manufacturers:
    - a. Hager Company 878
    - b. K. N. Crowder W-18
    - c. National Guard Products 134N
    - d. Pemko Manufacturing 319\_R
- H. Door Bottom:
- 1. Acceptable Manufacturers:
    - a. Hager Company 778

- b. K. N. Crowder CT-745
- c. National Guard Products 19V
- d. Pemko Manufacturing 216\_

I. Threshold: ADA compliant

- 1. Acceptable Manufacturers:
  - a. Hager Company 513
  - b. K. N. Crowder CT-65
  - c. Pemko Manufacturing 1665\_
  - d. Reese S803

J. Locking Bolt: Concealed, provide one at top and bottom of inactive leaf of double door with dustproof strike.

- 1. Acceptable Manufacturers:
  - a. Hager Company 282, 280
  - b. Hiawatha, Inc. 3780F, 382
  - c. Ives FB457, DP2
  - d. Rockwood Manufacturing 550, 570

K. Wall Stop: Wall mounted, concave rubber.

- 1. Acceptable Manufacturers:
  - a. Hager Company
  - b. Hiawatha, Inc.
  - c. Ives WS407CCV
  - d. Rockwood Manufacturing 403

L. Astragal: T-shaped, with weather seal

- 1. Acceptable Manufacturers:
  - a. National Guard Products
  - b. Pemko Manufacturing 355\_S
  - c. Reese

## 2.2 ACCESSORIES

A. Lock Trim: Furnish levers with escutcheon plate as selected from manufacturer's full range of levers.

- 1. Finish as selected by Owner.

B. Through Bolts: Do not permit through bolts and grommet nuts on door faces in occupied areas unless no alternative is possible.

## 2.3 FINISHING

A. Finishes: As selected from manufacturer's standard finish chart.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify doors and frames are ready to receive door hardware and dimensions are as indicated on shop drawings.

### 3.2 INSTALLATION

- A. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.

### 3.3 ADJUSTING

- A. Adjust hardware for smooth operation.

### 3.4 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit adjacent work to damage hardware or hardware finish.

END OF SECTION

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## SECTION 08 8000 – GLAZING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Glass glazing for doors and windows.
  - 2. Glass glazing materials and installation requirements are included in this Section for other sections referring this Section.

#### 1.2 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Requirements for submittals.
- B. Shop Drawings:
  - 1. Indicate sizes, layout, thicknesses, and loading conditions for glass.
- C. Product Data:
  - 1. Glass: Provide structural, physical, and thermal and solar optical performance characteristics, size limitations, and special handling or installation requirements.
  - 2. Glazing Sealants, Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors where exposed.
- D. Samples:
  - 1. Glass: Submit one sample, illustrating each glass unit and coloration.

#### 1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual, GANA Sealant Manual for glazing installation methods.

#### 1.4 QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this Section with minimum four years' experience approved by manufacturer.

#### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 6000 – Product Requirements.
- B. Do not install glazing when ambient temperature is less than 50 degrees F.
- C. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

## 1.6 WARRANTY

- A. Furnish five year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.

## PART 2 PRODUCTS

### 2.1 INSULATING GLASS PRODUCTS

- A. Insulating Glass Manufacturers:
  - 1. Arch Aluminum & Glass Co., Inc.
  - 2. Guardian Industries Corp; SunGuard
  - 3. Oldcastle Building Envelope
  - 4. Pilkington North America
  - 5. PPG Industries, Inc.
  - 6. Substitutions: Section 01 6000 – Product Requirements.
  
- B. Insulating Glass: ASTM E2190 certified by Insulating Glass Manufacturers Alliance; with glass elastomer edge seal; place reflective film within unit: purge interpane space with dry air.
  - 1. Total Unit Thickness: 1 inch.
  - 2. Insulating Glass Unit Edge Seal Construction: Aluminum, bend and soldered corners.
  
- C. Type 1, Double Pane Insulating Glass:
  - 1. Total Unit Thickness: 1 inch.
    - a. Each Light: 1/4" glass, tempered as required
  - 2. U-Factor Winter: 0.28
  - 3. Solar Heat Gain Coefficient: 0.35
  - 4. UV Transmittance: 9%
  - 5. Visible Light Transmittance: 34%
  - 6. Solar Transmittance: 26%
  - 7. Reflectance Inside: 30%
  - 8. Reflectance Outside: 13%

### 2.2 TEMPERED GLASS

- A. Unit Thickness: 1/4" tempered safety, clear.

### 2.3 GLAZING ACCESSORIES

- A. Setting Blocks: Elastomeric material recommended by glass manufacturer.
  
- B. Spacer Shims: Elastomeric material recommended by glass manufacturer.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify openings for glazing are correctly sized and within acceptable tolerance.
- B. Verify surfaces of glazing channels or recesses are clean, free of obstructions impeding moisture movement, weeps are clear, and ready to receive glazing.

### 3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.

### 3.3 INSTALLATION

- A. Perform installation in accordance with GANA Glazing Manual.
  - 1. Glazing Sealants: Comply with ASTM C1193.
- B. Exterior Dry Method (Gasket Glazing):
  - 1. Cut glazing gasket to length; install on glazing pane. Seal corners by butting tape and sealing junctions with compatible butyl sealant.
  - 2. Place setting blocks at  $\frac{1}{4}$  points with edge block no more than 6 inches from corners.
  - 3. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
  - 4. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.

### 3.4 MANUFACTURER'S FIELD SERVICES

- A. Glas and glazing product manufacturers to provide field surveillance of installation.
- B. Monitor and report installation procedures, and unacceptable conditions.

### 3.5 CLEANING

- A. Section 01 7000 – Execution and Closeout Requirements.

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## SECTION 09 9000 - PAINTING AND COATING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes
  - 1. Surface preparation.
  - 2. Field application of paints and other coatings.

#### 1.2 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

#### 1.3 SUBMITTALS

- A. Submittals for Review:
  - 1. Product Data: Provide product data on all finishing products.
  - 2. Samples:
    - a. Submit one paper chip sample in size sufficient to accurately illustrate range of available colors for each surface finishing product scheduled.
- B. Submittals for Information:
  - 1. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- C. Submittals at Project Closeout:
  - 1. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum five years' experience.
- B. Applicator Qualifications: Company specializing in performing the work of this Section with minimum five years' experience.

#### 1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior.

## 1.7 EXTRA MATERIALS

- A. Supply one gallon of each color and type; store where directed.
- B. Label each container with color, type, texture, and room locations, in addition to the manufacturer's label.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Sherwin-Williams.
- B. Approved equal.

### 2.2 MATERIALS

- A. Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
  - 1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
  - 2. For good flow and brushing properties.
  - 3. Capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- C. Patching Materials: Epoxy filler.
- D. Fastener Head Cover Materials: Latex filler.

### 2.3 FINISHES

- A. Refer to schedule at end of section for surface finish.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of Work. Report any condition that may potentially affect proper application.
- C. Beginning of installation means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces, which affect Work of this Section. Remove or repair existing coatings that exhibit surface defects.
- C. Marks: Seal with shellac those that may bleed through surface finishes.
- D. Impervious Surfaces: Follow manufacturer's instructions. Remove mildew by scrubbing with solution of tetra-sodium or tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Follow manufacturer's instructions. Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- F. Shop Primed Steel Surfaces: Follow manufacturer's instructions. Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- G. Interior Wood Items Scheduled to Receive Transparent Finish: Follow manufacturer's instructions. Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.

### 3.3 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

- D. Protect adjacent surfaces with protective coverings; mask name plates, hardware, valve stems and similar items; keep valve stems free from paint at all times; clean up spilled or spattered paint immediately.
- E. Lay drop cloths to protect floors and other surfaces from spatter and droppings. Protect all fixed equipment and remove the canopies of light fixtures and cover and protect from injury.
- F. Sand wood and metal surfaces lightly between coats as required to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. The use of any temporary heating or housing to obtain suitable temperatures for painting must be approved by the Engineer. Systems which result in excessive filmy deposits on metal surfaces will not be approved.
- I. Contractor shall advise paint company prior to the first field application of epoxy type paints, so that paint company representatives can meet with the painters on the site and instruct them in the proper procedures and practices for apply epoxy paints.

#### 3.4 CLEANING

- A. Collect waste material, which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### 3.5 SCHEDULE – ITEMS TO BE FINISHED

- A. Exposed structural steel framing except stainless.
- B. Hollow metal Doors and Frames.
- C. All interior drywall (walls & ceilings). See schedules on Drawings.
- D. Miscellaneous interior trim (doors, windows, baseboard, ceilings, etc.)

END OF SECTION

## SECTION 13 3418 – PRE-ENGINEERED TIMBER COLUMN STRUCTURE

### PART 1 GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Pre-engineered factory and field fabricated timber column structure.
2. Prefinished metal roofing and siding panels.
3. Prefinished metal trim items.
4. Prefinished soffits.
5. Prefinished gutters and downspouts.
6. Insulation, interior framing and liner package.

#### 1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

##### A. None

#### 1.3 RELATED SECTIONS

#### 1.4 REFERENCE STANDARDS

##### A. Preservative Treated Lumber:

1. American Wood Protection Association (AWPA)
  - a. Commodity Specification C2 (2001), Preservative Treatment By Pressure Processes.
  - b. Use Category System U1, User Specification for Treated Wood.
  - c. UC4A (Important Structural – Ground Contact).
  - d. UC4B (Structural Support – Ground Contact).
  - e. Items treated under AWPA standards shall bear the quality mark of an independent testing agency or service.
2. International Code Council Evaluation Service. (ICC-ES)
  - a. Items treated under ICC-ES reports shall meet or exceed the applicable standard and shall bear the quality mark of an independent testing agency or service.
3. Federal Specification TT-W-571-J.

##### B. Framing Lumber:

1. Lumber Grading Rules and Wood Species.
  - a. National Design Specification for Wood Construction, current edition.
  - b. Northeastern Lumber Manufacturer's Association, Inc. (NELMA)
  - c. Southern Pine Inspection Bureau. (SPIB)
  - d. West Coast Lumber Inspection Bureau. (WCLIB)
  - e. Western Wood Products Association. (WWPA)

##### C. Wood Trusses:

1. All lumber used in the design of wood trusses shall be kiln dried to maximum 19% moisture content and graded in accordance with the current grading rules. Design stresses allowed are those listed in the current editions of the respective Lumber Association's grading rules.

2. The design of wood members shall be in accordance with the formulas published in the 2001 edition of the National Design Specification for Wood Construction.
3. Light metal toothed connector plates and joint design shall conform to specifications as set forth in the 2002 edition of Truss Plate Institute's Design Specification for Metal Plate Connected Wood Trusses (TPI-2002).
  - a. Connector plates shall be fabricated in accordance with applicable ICC-ES standards.
4. Truss members and joints shall be designed in accordance with TPI-2002. All truss designs shall be accompanied by complete and accurate shop drawings and contain the following information:
  - a. Slope or depth, span and spacing of the truss
  - b. Heel bearing height
  - c. Design loading to include:
    - 1) Top chord live load.
    - 2) Top chord dead load.
    - 3) Bottom chord dead load.
    - 4) Concentrated loads and their points.
  - d. Adjustments to lumber and plate design values for conditions of use.
  - e. Plate type, thickness of gauge and size.
  - f. Lumber size, species and grade for each member.

## 1.5 SYSTEM DESCRIPTION

- A. Clear span.
- B. Bay spacing: not more than ten (10) feet.
- C. Primary Framing:
  1. Columns.
  2. Trusses.
  3. Wind bracing.
- D. Secondary Framing:
  1. Perimeter baseboards and preservative treatment.
  2. Wall girts.
  3. Purlins.
  4. Overhang rafters and fascia.
  5. Ancillary blocking or furring as required.
- E. Roof Covering:
  1. Prefinished ribbed metal panels.
  2. Other roof coverings as required.
- F. Wall Covering:
  1. Prefinished ribbed metal panels.
  2. Other wall coverings as required.
- G. Insulation and Liner Package:
  1. Wall insulation.
  2. Ceiling insulation.

3. Air deflectors.
4. Vapor retarder.
5. Wall stripping.
6. Prefinished ribbed metal panels.

## 1.6 DESIGN REQUIREMENTS

- A. Design Standard.
  1. International Building Code, 2021 Edition.
- B. Roof Design Loads
  1. Top Chord Live Load: 20 PSF.
  2. Top Chord Dead Load: 10 PSF.
  3. Bottom Chord Dead Load:
- C. Wind Speed
  1. 107 MPH (V). Exposure "C".
- D. Roof and wall system shall be able to withstand the imposed loads with maximum allowable deflection of  $L/180$ .
- E. Assembly shall permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects.
- F. Size and fabrication of wall and roof systems to be free of distortion or defects that would be detrimental to appearance or performance.

## 1.7 SUBMITTALS

- A. Provide four (4) sets of the following bearing the seal of a licensed Structural Engineer, registered in the State of Illinois.
  1. Complete and detailed shop and erection drawings showing size and location of each part and component, certifying that the building design meets specified roof and wind loading requirements.
  2. Truss engineering analysis and design data, including the following:
    - a. Axial forces and bending moments for each member.
    - b. Basic plate design value.
    - c. Design analysis of each joint showing that proper plates have been applied.
  3. Manufacturer's standard color chart (chips) representing manufacturer's full range of colors and patterns.

## 1.8 QUALITY ASSURANCE

- A. Fabricate members in accordance with standard industry practice.

## 1.9 QUALIFICATIONS

- A. Contractor shall have a minimum of ten years documented experience in the manufacture and five years documented experience in erection of this type of structure.

- B. Design structural components under direct supervision of a registered Structural Engineer experienced in design of this work and licensed in the State of Illinois.
- C. Employ adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper and safe performance of the work.
- D. Contractor shall be responsible for all materials, whether furnished by himself or a subcontractor, and proper storage of the same.

#### 1.10 REGULATORY REQUIREMENTS

- A. Contractor shall be responsible for compliance with all applicable building codes and ordinances covering the work.
- B. Contractor shall cooperate with regulatory agencies or authorities to provide data as requested.

#### 1.11 PRE-CONSTRUCTION MEETING

- A. The meeting will convene no later than one week prior to commencing work under the direction of the Engineer.

#### 1.12 FIELD MEASUREMENTS

- A. Field measurements shall be taken to verify that components match shop drawings. The Contractor shall be responsible for all field measurements to verify plan dimensions.

#### 1.13 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store prefabricated components (trusses, columns, steel panels and other items) so that they will not be damaged or deformed.
- B. Stack materials on platforms, pallets or other structures covered with tarpaulins or other suitable weather-tight ventilated covering. Handle and store structural parts in a manner that will avoid deforming members or subjecting parts to excessive stresses.
- C. Store roofing and siding panels to allow water to drain freely.
- D. Panels shall not be stored in contact with other materials that may cause staining or discoloration.

#### 1.14 PROJECT CONDITIONS

- A. Coordination.
- B. Fit carpentry work to other work. Scribe and cope as required for accurate fitting.
- C. Correlate location of furring, nailers, blocking and supports to allow for attachment of other work.

## 1.15 CERTIFICATIONS

- A. If a bidder submits a proposal using a building manufacturer not listed in Section 2.1 of this Specification, in order for the bidder's proposal to be considered, the following certifications shall be tendered with the bid forms:
1. Certification that building components will meet this Specification:
    - a. Steel roofing and siding.
    - b. Treated lumber.
    - c. Paint system.
  2. Qualifications:
    - a. Certification of documented experience designing and constructing timber structures, including project references and ability to obtain stamped drawing package for building.
  3. Warranty
    - a. Sample copy of warranty to be issued at completion of project.
    - b. Verification that warranty meets or exceeds the requirements stated in the technical specification.

## 1.16 WARRANTY

- A. The building manufacturer shall supply a warranty to the Owner which shall provide that the manufacturer will:
1. For a period of fifty (50) years:
    - a. Absorb repair or replacement costs, including materials and labor, if any preservative treated lumber fails due to decay or insect attack
    - b. Repair, or at its discretion, replace free of charge the building framework, including roofing and/or siding panels, if directly damaged by snow loads.
  2. For a period of thirty-five (35) years:
    - a. Repaint any roofing or siding panel on which, under conditions of normal weather, the paint has separated from the panels due to flaking or peeling.
    - b. Repaint any roofing or siding panels on which, under conditions of normal weathering, chalking greater than a rating of 8 (ASTM D4212 Method 'A') or color change greater than five (5) units (ASTM D2244) has occurred.
  3. For a period of ten (10) years:
    - a. Repaint any roofing or siding panel on which, under conditions of normal weather, exhibit corrosion resulting in red rust greater than 1/2 inch from any sheared edge which is clearly visible in casual observation.
  4. For a period of five (5) years:
    - a. Repair, or at its discretion, replace free of charge the building framework, including roofing and/or siding panels, if directly damaged by wind loads, unless damage is caused by flying or falling objects.
    - b. Repair any roof leaks due to defects in materials or workmanship.
  5. For a period of one (1) year:
    - a. Repair other building parts that prove to be defective in materials or workmanship.
  6. The manufacturer shall not be liable for damage due to deterioration caused by interior chemical vapors and/or dust, deterioration from proximity to salt water body or aggressive exterior atmosphere, damage by flying or falling objects, or collateral damage to interior walls, ceiling, partitions, equipment and/or contents, or cost of preparation of the site.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS – BUILDING SYSTEM

- A. MORTON BUILDINGS
- B. LESTER BUILDING SYSTEMS
- C. WICK BUILDINGS
- D. CLEARY BUILDINGS
- E. FBI BUILDINGS
- F. BORKHOLDER BUILDINGS
- G. BLUNIER BUILDERS, INC.
- H. Other manufacturers that meet requirements herein and submit certifications required.

### 2.2 MATERIALS – FRAMING

- A. Columns:
  - 1. Lower portion:
    - a. Precast Concrete Column (10,000 PSI Concrete) with Internal column connector.
  - 2. Upper portion:
    - a. Factory fabricated from minimum 3-ply No. 1 SYP or Douglas Fir-Larch.
    - b. Attach upper column to lower column with appropriate number and size of pneumatically driven fasteners.
    - c. Provide factory or field installed blocking on outside face of column between nailers.
    - d. Endwall, sidewall and corner columns shall be constructed as required by building “structural design.”
- B. Wood Trusses:
  - 1. Lumber:
    - a. Top Chord: Southern Yellow Pine of size and grade to meet design requirements.
    - b. Bottom Chord: Southern Yellow Pine of size and grade to meet design requirements.
    - c. Webs: Southern Yellow Pine of size and grade to meet design requirements.
  - 2. Trusses shall be constructed of surfaced lumber (S4S) and compliant with SPIB visual and structural grade requirements.
  - 3. Plates: Connector plates shall meet design requirements and shall be compliant with applicable ICC-ES standards and specifications.
  - 4. Design and fabricate trusses and connections to withstand snow, wind and all dead loads.
  - 5. Fabricate trusses in plant, using mechanical or hydraulic fixtures as required to bring members into contact. Install plates in accordance with manufacturer’s instructions.
  - 6. Stamp trusses with inspection agency identification.
- C. Baseboards:
  - 1. 2” x 8” No. 2 or better Southern Yellow Pine.

2. Pressure treated with wood preservative to a retention in compliance with applicable AWWPA or ICC-ES standards and specifications and kiln dried after treatment to 19% maximum moisture content.
3. Preservative shall penetrate 100% of sapwood.

D. Wall Girts:

1. First nailer (girt) above baseboard: 2" x 6" No. 2 or better Spruce-Pine-Fir (SPF).
2. Balance of nailers: 2" x 4" 2100 MSR (minimum) SPF.
3. Overhang top nailer: 2" x 6" No. 2 or better SPF.

E. Base Reinforcement:

1. 7/16" x 32" OSB panels installed between the baseboard and first nailer and located in notches.

F. Purlins and Truss Ties:

1. 2" x 4" No. 2 or better SPF

G. Overhang Framing:

1. Provide factory fabricated rafter frames.
2. Provide 2" x 6" No. 2 or better SPF factory beveled fascia boards.

H. Wind Bracing:

1. 2" x 6" No. 2 or better SPF from endwall column to first truss back.

I. Framing Around Openings:

1. 2" x 4" No. 2 or better SPF around personnel doors.
2. 2" x 6" No. 2 or better SPF around overhead door openings.

J. Headers:

1. Provide built-up headers as required for proper installation.

K. Incidental Framing:

1. 1. 2" x 4" and/or 2" x 6" No. 2 or better SPF

L. Interior Framing:

1. 2" x 4" No. 2 or better SPF

## 2.3 MATERIALS – PREFINISHED METALS

A. Roofing Panels:

1. Panel substrate shall be 26 gauge minimum thickness commercial steel sheet with G90 (zinc) coating per ASTM A653 or AZ55 (aluminum/zinc) coating per ASTM A792.
2. The weather side of the panel shall receive a nominal two tenths mil polyurethane primer and a nominal eight tenths mil topcoat of 70% polyvinylidene difluoride (PVDF) resin to achieve a total nominal paint film thickness of one mil.
3. Color selection of siding panels shall be from the manufacturer's standard color chart.
4. The non-weather side paint system shall consist of a two coat finish with a total nominal thickness of one-half mil.

B. Siding Panels:

1. Panel substrate shall be 26 gauge minimum thickness commercial steel sheet with G90 (zinc) coating per ASTM A653 or AZ55 (aluminum/zinc) coating per ASTM A792.
2. The weather side of the panel shall receive a nominal two tenths mil polyurethane primer and a nominal eight tenths mil topcoat of 70\$ polyvinylidene difluoride (PVDF) resin to achieve a total nominal paint film thickness of one mil.
3. Color selection of siding panels shall be from the manufacturer's standard color chart.
4. The non-weather side paint system shall consist of a two coat finish with a total nominal thickness of one-half mil.

C. Metal Trim Items :

1. Die-formed steel from the same quality material as the siding panels.

D. Interior Panels:

1. Panel substrate shall be 26 gauge minimum thick commercial steel sheet with an AZ50 (Galvalume) coating ASTM A792.
2. The interior-facing side of the panel shall receive a nominal two tenths mil acrylic primer and a nominal eight tenths mil top coat of white polyester paint to achieve a total nominal paint film thickness of one mil.
3. The hidden (backer) side paint system shall consist of a two coat finish with a total nominal thickness of one half mil.

2.4 MATERIALS – OTHER

A. Corner Bracing:

1. Provide 1-1/4" wide high tensile steel strapping in all unobstructed corners in an "X" configuration.

B. Roofing and Siding Fasteners:

1. EPDM washed, painted, center drive stainless steel screws for ribbed steel panels.

C. Closure Strips:

1. Closed cell foam.

D. Sealant:

1. 100% neutral curing silicone sealant, and
2. Paintable sealant where required.

E. Insulation:

1. Minimum 6" thick, R19 fiberglass blankets in certain interior walls indicated on Drawings.
2. Minimum R38 closed cell, polyurethane spray foam on underside of roof deck.
3. EPS (R-10) perimeter insulation (48" width).

F. Vapor Retarder:

1. 4 mil. thick polyethylene sheets.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify site conditions are acceptable for erection/installation of pre-engineered structure and appurtenances.
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory conditions.

### 3.2 ERECTION – FRAMING – GENERAL

- A. Erect framing in accordance with manufacturer's established construction procedures.
- B. Make all components and building plumb, square, straight and true to lines, according to industry standards.
- C. Provide adequate temporary bracing to assure structure remains plumb and square until permanent bracing is installed.

### 3.3 ERECTION – FRAMING

- A. Lower Column:
  - 1. Auger a hole to depth (48" minimum) with diameter as required by the building manufacturer.
  - 2. Accurate position lower column in the hole.
  - 3. Place 4000 PSI pre-cast concrete footing pad or ready-mix concrete in hole to footing size and thickness indicated on plans.
  - 4. Backfill with aggregate (CA-6), compacted in 8" lifts.
- B. Upper Column:
  - 1. Set column to proper position.
  - 2. Install manufacturer's recommend quantity and size fasteners as required.
- C. Baseboards:
  - 1. Install 2" x 8" treated plank, at grade, using builder's recommended fasteners.
- D. Wall Girts:
  - 1. Install 2" x 6" notched nailer to receive OSB panel.
  - 2. Install 2" x 4" nailers with on-center spacing as shown on building plans.
  - 3. Install 2" x 6" overhang nailer at the top.
- E. Trusses:
  - 1. Set trusses in plane with the center member of the upper column using lifting methods as approved by the manufacturer.
  - 2. When properly positioned, install two ½" diameter machine bolts and manufacturer-recommended 20d ring shank nails through two of the upper column laminates and the truss heel.
  - 3. Brace trusses as recommended by the manufacturer.

- F. Purlins:
  - 1. Install 2" x 4" purlins at 24" on-center (maximum) and attached to trusses with 60d ring shank nails.
- G. Wind Bracing:
  - 1. Install 2" x 6" angled bracing at locations recommended by the manufacturer.
- H. Incidental Framing:
  - 1. Install 2" x 4" or 2" x 6" blocking as required according to building manufacturer's recommendations.
- I. Interior Framing:
  - 1. Install 2" x 4" baseboard at 4" above grade and case in metal trims.
  - 2. Install 2" x 4" horizontal stripping at 36" o.c. (max) in areas receiving ribbed steel panels.
  - 3. Install 2" x 4" horizontal stripping at 16" o.c. in areas receiving gypsum board if applicable.

### 3.4 ERECTION – PREFINISHED MATERIALS – GENERAL

- A. Roofing Panels:
  - 1. Install panels perpendicular to supports, aligned straight with end fascia.
  - 2. Fasten panels to purlins with screw fasteners.
- B. Siding and Wainscot Panels:
  - 1. Install panels perpendicular to supports, aligned level and plumb to industry standards.
  - 2. Fasten panels to wall girls with screw fasteners.
- C. Trim Items:
  - 1. Install trim items at the base, corners, top of steel siding, fascia, gables and ridge using appropriate fasteners.
- D. Vent-A-Ridge: NOT REQUIRED
  - 1. Install over ridge trim using screw fasteners.
  - 2. Ensure that a minimum of 2" clear throat opening is maintained.
- E. Soffits:
  - 1. Install soffits to interlock with trim items at top of steel siding and at fascia.
  - 2. Use solid soffit at end overhang.
  - 3. Use solid soffits panels.
- F. Gutter and Downspouts:
  - 1. Install gutters with spikes and ferrules (with washers) spaced 24" on-center.
  - 2. Silicone sealant and silicone rubber gaskets shall be used at laps to maintain leak prevention and to relieve stress due to thermal movement.
- G. Filler Strips:
  - 1. Provide closed cell foam filler strips at the top and bottom of the roofing panels.
- H. Interior Panels:
  - 1. Install panels perpendicular to supports, aligned level and plumb.

2. Fasten panels to wall girts with 1" painted screws.
3. Fasten panels to lower truss chords with 1" painted screws.

### 3.5 TOLERANCES

- A. Framing Members:
  1. 1/4" from level.
  2. 1/8" from level.
- B. Siding and Roofing:
  1. 1/8" from true position.

END OF SECTION

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