

CONSTRUCTION DOCUMENTS

**UNC Health Wayne – Cath Lab Renovation
Goldsboro, NC**

Cath Lab Renovation

CPL Project #R25.18089.00

November 14, 2025



**UNC HEALTH WAYNE
CATH LAB RENOVATION
GOLDSBORO, NC**

CPL PROJECT NUMBER R25.18089.00

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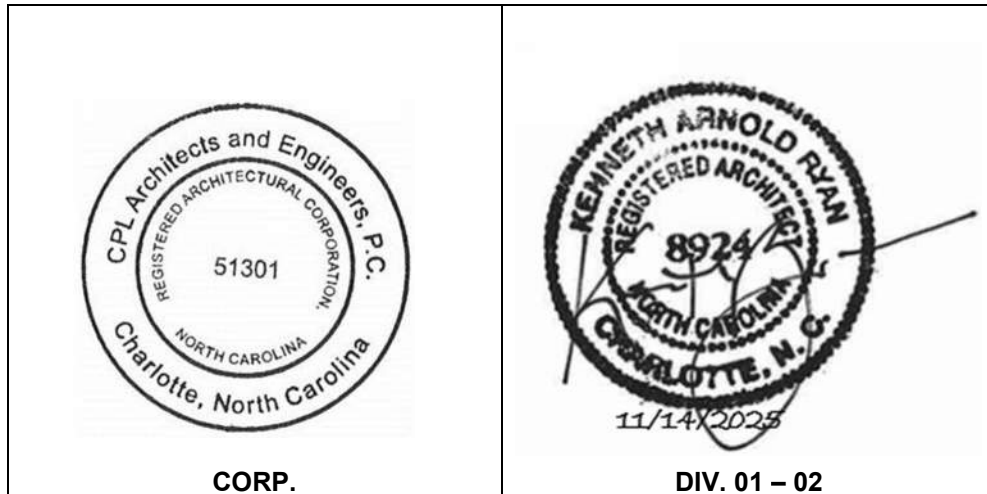
**CPL Architects and Engineers, P.C.
3600 South Boulevard, Suite 500
Station 4
Charlotte, NC 28209
(800) 274-9000**

**UNC HEALTH WAYNE
GOLDSBORO, NORTH CAROLINA**

CATH LAB RENOVATION

CPL PROJECT NUMBER: R25.18089 00

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SECTION 00 21 13
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SUMMARY

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1.02 RELATED DOCUMENTS

- A. Document 00 41 00 - Bid Form.

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received in the office of Mr. Tim Parnell, 2700 Wayne Memorial Drive, Goldsboro, North Carolina before 5:00 p.m. local daylight time on the 12th day of December 2025. Bids may be emailed to Mr. Tim Parnell (tim.parnell@unchealth.unc.edu) with a copy to Mr. Ken Ryan (kryan@cplteam.com) and Ms. Kara Virostek (kvirostek@cplteam.com) or hand delivered.
- B. Offers will be privately opened immediately after the time for receipt of bids.
- C. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete the Cath Lab Renovation project located in Goldsboro, North Carolina for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract consists of renovations to the Ground Floor of UNC Health Wayne for a new Cath Lab.

2.04 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form and Bid securities identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number R25.18089.00, as prepared by Architect who is located at 3600 South Boulevard, Suite 500, Charlotte, North Carolina 28209, and with contents as identified in the Project Manual.

3.03 AVAILABILITY

- A. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions in writing (fax acceptable) to Ms. Michele Baxter (mbaxter@cplteam.com); and copy Ms. Kara Virostek (kvirostek@cplteam.com) .
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be submitted, in writing, no later than close of business, Tuesday, December 2, 2025. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

- B. Contact Ms. Susan McKinney, Phone No. 919-587-4336 for an appointment to view the project area.

4.02 PREBID CONFERENCE

- A. A bidders conference is scheduled for Tuesday, December 2, 2025, at 10:00 a.m. in the POM Conference Room. A site tour will commence immediately following the meeting.
- B. All general contract and subcontract bidders are invited.
- C. Representatives of Architect and Owner will be in attendance.
- D. Summarized minutes of this meeting will not be circulated to attendees. Any changes to the Contract Documents will be in the form of an Addendum.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 SUBCONTRACTORS

- A. UNC Health Wayne has an approved Subcontractors List which is included in the Project Manual.
- B. In an effort to allow a wider range of qualified subcontractors to participate in the bidding process, General Contractors are encouraged to solicit bids from companies who, in the opinion of the General Contractor, are capable of performing the work in a timely and cost efficient manner. For any subcontractor not on the "Approved Subcontractors List," the General Contractor shall submit, via email, a Statement of Qualifications to Mr. Tim Parnell with a copy to Mr. Ken Ryan and Ms. Kara Virostek at CPL, at least, seven (7) days prior to the bid date. Qualification Statements will be reviewed by the Hospital and the General Contractor will be notified via email as to the acceptability of a "non-listed" subcontractor. Contractors shall complete the Contractor's Qualification Statement (AIA A305) which is included in the Project Manual.
- C. Subcontract bids must be solicited from a minimum of three (3) subcontractors indicated on the Approved Subcontractors List, or previously approved via qualification for each applicable trade. Upon receipt of bids, the Owner reserves the right to request a list of subcontractor bids submitted for this Project.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided signed and sealed in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide bonding or insurance requirements will, at the discretion of Owner, invalidate the bid.

BID ENCLOSURES/REQUIREMENTS

7.01 CONSTRUCTION PROGRESS SCHEDULE

- A. The Contractor shall include a progress schedule with the Bid Form in accordance with the requirements of Section 01 32 16 - Construction Progress Schedule. The schedule should include notations for any night and/or weekend work.

7.02 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- F. If no contract is awarded, all security deposits will be returned.

7.03 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment Bond as described in Document 00 72 00 – General Conditions.

7.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form.
- B. Taxes: Refer to Document 00 72 00 - General Conditions for inclusion of taxes, procedures for tax rebate claims, products that are tax exempt.

7.05 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 01 26 57 - Pricing of Construction Contract Change Orders.

7.06 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

END OF SECTION 00 21 13

SECTION 00 41 00

BID FORM

General Contract Work

ON: CATH LAB RENOVATION

FOR: UNC HEALTH WAYNE

AT: GOLDSBORO, NORTH CAROLINA

DATE: _____

CONTRACTOR'S NAME _____

LICENSE NO. _____

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with **UNC Health Wayne** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Cath Lab Renovation** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: _____

_____ Dollars (\$_____).

CONTINGENCY (10%): _____

_____ Dollars (\$_____).

TOTAL: _____

_____ Dollars (\$_____).

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01 32 16 - Construction Progress Schedule.

The Bidder shall complete the project, ready for Owner occupancy in _____ consecutive calendar days from the date of the Notice to Proceed.

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Fire Protection Contractor

Plumbing Contractor

Mechanical Contractor

Electrical Contractor

The Undersigned further agrees that in case of failure on his part to execute the said Contract and to furnish the bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for this project, as liquidated damages for such failure; otherwise the check, cash, or bid bond accompanying this proposal shall be returned to the Undersigned.

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

(Name of Firm or Corporation making bid)

By:

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY: _____

TITLE: _____
(Corp. Sec. or Assist. Sec. Only)

(CORPORATE SEAL)

AIA® Document A305™ – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: Mr. Tim Parnell
cc: Mr. Ken Ryan / Ms. Kara Virostek
CPL
3600 South Blvd., Suite 500
Charlotte, NC 28209

ADDRESS: UNC Health Wayne
2700 Wayne Memorial Drive
Goldsboro, NC 27534

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

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

NAME OF PROJECT: *(if applicable)*

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

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

§ 1 ORGANIZATION

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

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

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

ADDITIONS AND DELETIONS:

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

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

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

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

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

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

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

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

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2 LICENSING

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

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

§ 3 EXPERIENCE

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

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

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

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

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

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

§ 3.4 On a separate sheet, list five (5) major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

(Paragraphs deleted)

§ 3.5 On a separate sheet, list projects similar to this project that your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount and date of completion.

(Paragraphs deleted)

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

(Paragraphs deleted)

§ 4.2 Surety:

§ 4.2.1 Name of bonding company:

§ 4.2.2 Name and address of agent:

§ 5 SIGNATURE

§ 5.1 Dated at this day of

Name of Organization:

By:

Title:

(Paragraphs deleted)

APPROVED SUBCONTRACTORS LIST
UNC Health Wayne
Cath Lab Renovation
Project #R25.18089.00

DRYWALL

C&E Construction Enterprises
3570 Salem Church Road
Goldsboro, NC 27530
919-429-7725

Gouras Walls & Ceilings, Inc.
5300 Northland Drive
Greenville, NC 27834
252-355-1525

Precision Walls Incorporated
1230 N. E. Maynard Road
Cary, NC 27513
919-832-0380

Straight Edge Construction
110 East Lee Street
Zebulon, NC 27597
919-269-7111

ROOFERS

Allied Roofing
774 Park Centre Drive
Kernersville, NC 27284
336-993-8038

Alternative Roofing Solutions
2216 Graham Park Drive
Charlotte, NC 28273
980-299-2777

Baker Roofing Company
3500 Regency Pkwy
Cary, NC 27518
919-675-5095

Burns & Scalo
151 Sigma Drive
Garner, NC 27529
919-662-1622

Evans Roofing Co (CFE, Inc.)
2026 Production Drive
Apex, NC 27539
919-387-1571

Hamlin Roofing Company
1411 West Garner Road
Garner, NC 27529
919-772-8780

FLOORING

Brock Contract Services, Inc.
1108 Nowell Road
Raleigh, NC 27607
919-570-1300

MECHANICAL

AC Corporation
2550 Viceroy Drive
Winston-Salem, NC 27103
336-765-0416

East Bound Mechanical
3456 Airport Blvd., NW
Wilson, NC 27896
252-674-1353

Embree-Reed, Inc.
3418 North Tryon Street
Charlotte, NC 28206
704-332-1186

Hockaday Mechanical Corp.
3717 Auburn Church Road
Garner, NC 27529
919-773-2008

Ivey Mechanical Company,
LLC
118 Drake Street
Fayetteville, NC 28301
910-483-7171

Kirlin Carolinas, LLC
8000 Brownleigh Drive
Raleigh, NC 27617
919-787-4862

MechWorks Mechanical
Contractors
1517 Old Apex Road, Suite 100
Cary, NC 27613
919-322-2090

Newcomb and Company
3000 Comfort Ct
Raleigh, NC 27604
919-862-3000

Southern Piping Company
1500 Wendell Blvd.
Wendell, NC 27591
252-291-1561

PLUMBING

AC Corporation
301 Creek Ridge Road
Greensboro, NC 27406
336-273-4472

Environmental Air Systems
5955 Summit Avenue
Browns Summit, NC 27214
336-390-3552

Keen Plumbing Company
1209 US Highway 117 Bypass
South
Goldsboro, NC 27530
919-735-1179

PurePipe Systems
806 North West Street
Raleigh, NC 27603
919-306-3714

Southern Piping Company
1500 Wendell Blvd.
Wendell, NC 27591
252-291-1561

FIRE PROTECTION

Allied Fire Protection, Inc.
80 Rupert Road
Raleigh, NC 27603
919-772-9200

Associated Sprinkler Company
206 Seneca Street
Greensboro, NC 27406
336-373-3901

BFPE International
115 Best Wood Drive
Clayton, NC 27520
800-849-8886

J & D Sprinkler Co., Inc.
315 West Main Street
Clayton, NC 27520
919-533-2356

Piedmont Fire Protection System
3101 Poplarwood Ct, Suite 310
Raleigh, NC 27604
919-212-2356

Sunland Fire Protection, Inc.
6420-B Windmill Way
Wilmington, NC 28405
910-794-9101

VSC Fire & Security, Inc.
263 Hein Drive
Garner, NC 27529
919-645-5880

ELECTRICAL

AC Corporation
2250 Viceroy Drive
Winston-Salem, NC 27103
336-765-0416

Bryant-Durham Electric
5102 Neal Road, Suite 100
Durham, NC 27705
919-383-2526

Starr Electric Company
300 Sherwee Drive, Suite B
Raleigh, North Carolina 27603
919-772-3200

T & H Electrical Corporation
2717 Commerce Road
Wilson, NC 27893
252-291-7132

L. L. Vann Electric, Inc.
833 Purser Drive
Raleigh, NC 27603
919-772-2567

PAINTING

Carolina Coating Solutions &
Industrial Services
P O Box 13786
Durham, NC 27709-3786
919-468-0856

Pro-Tec Finishes
1604 Lane Road
Mt. Holly, NC 28120
704-827-1391

McGowan Painting
Contractors
874 Mumford Road
Greenville, NC 27834
252-329-8343

Penn-Davis Coatings
3401 Jones Sausage RD
Garner, NC 27529
919-779-0271

SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 52 00 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 72 00 - General Conditions for the General Conditions.
- C. The Agreement is based on AIA A101.
- D. The General Conditions are based on AIA A201 as amended.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Submittal Transmittal Letter Form: AIA G810.
 - 2. Schedule of Values Form: AIA G703.
 - 3. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum.
- B. AIA A201 - General Conditions of the Contract for Construction.
- C. AIA A310 - Bid Bond.
- D. AIA A312 - Performance Bond and Payment Bond.
- E. AIA G701 - Change Order.
- F. AIA G702 - Application and Certificate for Payment.
- G. AIA G703 - Continuation Sheet.
- H. AIA G704 - Certificate of Substantial Completion.
- I. AIA G710 - Architect's Supplemental Instructions.
- J. AIA G714 - Construction Change Directive.
- K. AIA G810 - Transmittal Letter.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 52 00
AGREEMENT FORM

PART 1 - GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT SHALL BE AIA DOCUMENT A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM – 2017 OR AS OTHERWISE PROVIDED BY THE OWNER.

1.03 RELATED REQUIREMENTS

A. General Conditions – Refer to 00 72 00.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF AGREEMENT

SECTION 00 61 13

CONTRACTOR'S AFFIDAVIT AND PARTIAL RELEASE OF
CLAIMS AND LIENS FOR PROGRESS PAYMENT

STATE OF _____

COUNTY OF _____

I, _____, being duly sworn, state on personal knowledge that I am
_____ (Title) of _____ (Contractor) and
have authority to execute this Affidavit on behalf of the Contractor. I further state the following:

1. All the laborers, persons, firms and corporations having furnished services or materials for the construction of the **Cath Lab Renovation** have been paid in full for labor and materials furnished to date, except retention and unfounded change orders, and that upon completion of the work of each subcontractor or supplier, the Contractor will cause each such subcontractor and supplier to execute a Release and Waiver of Claim in the form required by the Contract Documents and shall further cause each such subcontractor and supplier to cancel any liens (if any) that may have been filed against the Project.
2. The work covered by this payment has been completed in accordance with the Contract Documents.
3. In consideration of the partial payment of \$ _____, the Contractor hereby releases **UNC Health Wayne** from all lien rights, claims, or demands of any kind whatsoever which it now has against the construction of the Project arising of or in any way related to the furnishing of labor and materials on or before the date of this Affidavit, except for retainage and unfunded change orders.
4. To the best of the Contractor's knowledge and belief, no claims or claim of liens exist by or against any subcontractor or supplier who furnished materials or labor on the Project, and if any appear afterwards the Contractor shall hold **UNC Health Wayne** harmless on the account thereof. Contractor agrees to provide a lien removal bond at no cost to the Owner or its representatives within 15 days from request by the Owner or the Owner's representatives.
5. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, plus all lien bonds, costs, interests, both prejudgment at a legal rate.

(Contractor)

By: _____

Sworn to and subscribed before me

this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

(Seal)

SECTION 00 61 16
CONTRACTOR'S GENERAL WARRANTY

UNC HEALTH WAYNE
CATH LAB RENOVATION

GOLDSBORO, NORTH CAROLINA

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the **Cath Lab Renovation, UNC Health Wayne, Goldsboro, North Carolina** against any and all defects due to faulty materials or workmanship or negligence for a period of 12 months, or such longer periods as set forth in the Contract Documents, from the effective date of this warranty. This Contractor further warrants all work incorporated in this project to remain leak-proof and watertight at all points for a period of 24 months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damages caused by acts of God or other casualty beyond the control of the Contractor.

This Warranty shall be in addition to other warranties and guarantees set forth in the Contract Documents and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20____.

(Notary Public)

END OF SECTION

TITLE: Interim Life Safety Measures (ILSM)		POLICY NUMBER: PO-94
EFFECTIVE DATE: July 1, 2014	MANUAL: Environment of Care	APPROVED BY / DATE: Senior Management July 1, 2014

PURPOSE

It is the intent of Wayne Memorial Hospital to assure that the safety of all Hospital occupants, including patients, staff, and guests, is maintained during periods of construction or renovations projects and/or when significant deficiencies compromise the level of life safety protection provided by the facility. This policy includes criteria for evaluating when and to what extent special measures are implemented to temporarily compensate for identified life safety deficiencies.

APPLIES TO: Contractors, Hospital Staff

RESPONSIBLE PERSON: Director, Facility Services

POLICY

Interim Life Safety Measures (ILSM) are actions taken when life safety issues are identified. They are intended to provide a level of safety comparable to what is described in the 2000 edition of NFPA 101, also referred to as the Life Safety Code. They are required in or adjacent to all construction areas and/or in areas where Life Safety Code deficiencies are identified. This policy addresses circumstances when Life Safety Code deficiencies exist and cannot be immediately corrected and/or during periods when construction/renovation hazards exist and as set forth in Joint Commission standards. Thus, every Plan for Improvement in the Hospital's electronic Statement of Conditions should be evaluated for the need to implement ILSM. ILSM shall be identified during a project's pre-construction meeting and implemented upon project commencement. This policy includes written criteria for evaluating when and to what extent the Hospital implements special measures to temporarily compensate for increased life safety risks. The criteria assessing the need for implementing ILSM are listed in the ILSM Evaluation & Assessment Form attached to this policy.

1. The following list provides criteria for need to implement Interim Life Safety Measures and actions to be taken if warranted:
 - a. Ensure that exists provide free and unobstructed egress. Provide needed instruction to staff, e.g., signage, if alternate or temporary exits are designated, especially during construction. **(EP-2)**
 - b. Inspect exists in affected areas on a daily basis. **(EP-4)**
 - c. Ensure that fire alarm, detection, and suppression systems are not impaired. If impaired for 4 or more hours in a 24-hour period, the local fire department is notified and a fire watch is initiated as set forth in NFPA 101:9.6.1.8 and 9.7.6.1. **(EP-1)**
 - d. When applicable, provide additional firefighting equipment, such as fire extinguishers and staff training as needed. **(EP-6)**
 - e. Provide temporary, but equivalent, fire alarm and detection systems for use when a fire system is impaired. **(EP-5)**

- f. Ensure that temporary construction partitions are smoke tight and built with non-combustible or limited combustible materials. Notify the general contractor as soon as possible of non compliance. **(EP-7)**
- g. Ensure there is unobstructed egress for emergency services such as fire, police, and other emergency services. Increase surveillance of buildings, grounds, and equipment, giving special attention to construction areas, storage, excavation routes, and field offices. **(EP-8)**
- h. Ensure compliance with the Hospital's Tobacco Free Policy. Report all incidences of non-compliance to the Director, Facility Services or the Supervisor, Maintenance/Projects.
- i. Ensure storage, housekeeping, and debris-removal practices are sufficient to reduce the flammable and combustible fire load to the lowest level possible for daily operations. **(EP-9)**
- j. When necessary, conduct at least one additional fire drill per quarter to ensure staff readiness to respond appropriately to a real emergency. **(EP-11)**
- k. When temporary systems are used, they are inspected and tested monthly. The completion of each test is documented. **(EP-12)**
- l. Education programs are conducted to promote staff awareness of building deficiencies, construction hazards, and temporary measures implemented to maintain fire safety. **(EP-13)**
- m. Plant Operations and Maintenance trains Hospital staff in affected areas where structural or compartmentalization features of fire safety are compromised and what actions to take to correct the situation. **(EP-14)**
- n. The Hospital provides additional training to staff on the use of firefighting equipment. **(EP-10)**

PROCEDURE

- 1. Life Safety Monitoring will be implemented when any of the following situations occur and Interim Life Safety Measures are determined to be needed:
 - a. Code Deficiencies: Monitoring will be weekly as needed by Wayne Memorial Hospital Plant Operations and Maintenance (POM) staff.
 - b. Construction & Related Issues: Monitoring will be daily by the contractor and weekly by Wayne Memorial Hospital Plant Operations and Maintenance Staff.
 - c. Maintenance & Testing: Monitoring will be continuous by Wayne Memorial Hospital Plant Operations and Maintenance Staff until systems are placed back in operation.
- 2. Once the need for an ILSM is identified, its implementation shall be documented until the construction project is concluded, or until the Life Safety Code deficiency is resolved and systems are placed back into normal operation.
- 3. **FORMS TO BE USED (Attached)**
 - 1. Daily/Weekly Construction Site ILSM Inspection Checklist
 - 2. ILSM Evaluation & Assessment Form

DEFINITIONS (as applicable)

REFERENCES (as applicable) 2014 Hospital Accreditation Standards Manual (The Joint Commission)

DEVELOPED BY OR IN COLLABORATION WITH: Aramark Healthcare Support Services;
Manager, Plant Operations and Maintenance; Supervisor, Electrical Facilities; Administrative Director, Support
Services

REPLACES (supersedes)
Interim Life safety Measures PO-0069C, March 1996

REVIEWED DATES
November 23, 2009; November 2010, October 2013

REVISED DATES
June 27, 2000, November 19, 2008, May 20, 2013, July 1, 2014

SIGNATURE OF APPROVAL

 Invalid signature

X 

Thomas A. Bradshaw
VP, Operations
Signed by: Thomas A. Bradshaw

ILSM EVALUATION & ASSESSMENT FORM
LS.01.02.01

Area: _____ Project: _____

Date Assessed: _____ PFI Unique ID# _____

	Assessment	Yes	No	ILSM To Be Implemented
1	Will sprinkler or any fire alarm systems be out of service for more than 4 hours in a 24 hours period?			
2	Will alternative exits be designated?			
3	Is it likely that evacuation routes from the site could become obstructed?			
4	Will exits be blocked or obstructed?			
5	Will temporary/equivalent fire alarm systems be utilized?			
6	Will additional firefighting equipment be needed?			
7	Will temporary construction partitions be used?			
8	Will building, grounds, equipment, storage or field offices need increased surveillance?			
9	Are the storage, housekeeping, and debris removal practices sufficient enough to reduce the building's flammable and combustible load to the lowest level possible ?			
10	Will addition fire-fighting equipment training for staff be needed?			
11	Are additional fire drills warranted?			
12	Are increased environmental tours of the building, grounds, and equipment required?			
13	Will education be needed to promote awareness of construction hazards or temporary measures to maintain fire safety?			
14	Is additional training for staff needed to compensate for impaired structural features of fire protection?			
15	Is access to the facility likely to be obstructed for fire fighting, police, ambulance, or other emergency services?			
16	Will there be other assessments or actions needed?			

Note: Whenever a yes response is noted, an applicable ISLM is warranted

Assessed by: _____

Daily/Weekly Monitoring: ILSM – ICRA

Date of assessment/survey	Assessment completed by:			
Area assessed/surveyed	Date distributed to safety/IC:			
Project no.	Project name:			
	Yes	No	NA	Comments:

A. EXITS				
1. Exits provide free and unobstructed egress through construction.				
2. Alternative exits are clearly identified.				
3. Means of egress in construction area inspected daily.				
4. Free & unobstructed access to ED/Services and for emergency forces.				
B. FIRE EQUIPMENT AND SAFETY				
5. Fire alarms, detection, and suppression systems are in an operational function.				
6. Fire alarms, detection, and suppression systems are not impaired.				
7. Temporary fire alarm, detection, and suppression systems been inspected and tested monthly.				Date:
8. Training and additional fire equipment been provided for personnel.				
9. Power has been properly secured at the end of each workday.				
10. No smoking policy been implemented in and adjacent to the construction areas.				
11. Construction areas are free of storage and housekeeping materials, food waste, and debris for daily operations to reduce flammable and combustible fire load of the building; floor area leading to/from construction site cleaned daily.				Date or time:

Daily/Weekly Monitoring: ILSM – ICRA

	Yes	No	NA	
12. There has been a minimum of two fire drills conducted per shift per quarter.				Date:
13. Number of hazard surveillance inspections in construction area has increased.				Last date or time:
14. Safety education programs have been conducted to ensure awareness of any ILS Safety Code deficiencies and construction hazards.				Date:
C. HAZARD SURVEILLANCE and INFECTION PREVENTION SAFETY				
15. Power is properly secured at the end of each workday.				
16. Hand and safety rails are in place and in good condition.				
17. Extension cords are grounded and in good condition.				
18. Power tools are in good condition.				
19. Workers wearing required identification and hard hats are used as required.				
20. Cutting and welding operations are properly and safely conducted and have appropriate hot work permits.				
21. All scaffolding complies with OSHA requirements (1926.451).				
22. Construction site secure and properly isolated from fresh air intakes.				
23. Lock out / tag out procedures are used as appropriate				

Daily/Weekly Monitoring: ILSM – ICRA

	Yes	No	NA	List time, documentation or action/follow-up as needed
24. Materials used (i.e., fire retardants) comply with necessary safety regulations.				
25. Construction barriers maintain negative pressure relationships.				
26. Workers demonstrate compliance with traffic patterns.				
27. Workers comply with use of PPE (Hard hats, eye protection etc) as needed.				
28. HEPA filtration units, HEPA vacuum equipment, &/or continuous use of exhaust fans demonstrate they are functioning appropriately.				
29. Exhaust ducts sealed/capped as agreed by ICRA.				
30. Construction area doors are closed and gaskets & hardware are intact.				
31. Construction carts transporting debris are covered and consistent with agreement designed to minimize airborne particulate matter from debris.				
32. All windows and doors remain closed to prevent circulation of dust/debris.				
33. Walk-off mats, adhesive strips are clean and changed sufficiently, or construction exit cleaned sufficiently to maintain clean entry/exits.				
34. No signs of water leakage or pests.				
35. Ceiling tiles replaced when space not being accessed.				

Additional Comments: _____

WMH Staff: _____ Date: _____

Contractor: _____ Date: _____

CONFINED SPACE ENTRY PERMIT

PERMIT # _____

Date and Time Issued: _____

Date and Time Expired: _____

Jobsite/Space I.D.: _____

Job Supervisor: _____

Equipment to be worked on: _____

Work to be performed: _____

Stand by Personnel: _____

1. Atmospheric Checks: Time _____
 Oxygen _____ %
 Explosive _____ %L.F.L.
 Toxic _____ PPM

8. Entry, standby, and back up persons: Yes No
 () ()
 Successfully completed required training? () ()
 Is it current? () ()

2. Tester's Signature: _____

3. Source Isolation (No Entry): N/A Yes No
 Pumps or lines blinded, () () ()
 Disconnected, or blocked () () ()

9. Equipment: N/A Yes No
 Direct reading gas monitor-tested? () () ()
 Safety harnesses and life-lines for entry and stand-by person? () () ()
 Hoisting equipment? () () ()
 Powered communications? () () ()
 SCBA's for entry and standby persons? () () ()
 Protective clothing? () () ()
 All electric equipment listed Class I, Division I, Group D and Non-sparking tools? () () ()

4. Ventilation Modifications: () () ()
 Mechanical () () ()
 Natural Ventilation only () () ()

5. Atmospheric check after isolation and ventilation:
 Oxygen _____ % >19.5%
 Explosive _____ % <10%
 Toxic _____ PPM <10 PPM H2S
 Time _____
 Tester's Signature _____

10. Periodic atmospheric tests:

6. Communication procedures: _____

Oxygen _____ %	Time _____	Oxygen _____ %	Time _____
Oxygen _____ %	Time _____	Oxygen _____ %	Time _____
Explosive _____ %	Time _____	Explosive _____ %	Time _____
Explosive _____ %	Time _____	Explosive _____ %	Time _____
Toxic _____ %	Time _____	Toxic _____ %	Time _____
Toxic _____ %	Time _____	Toxic _____ %	Time _____

7. Rescue procedures: _____

We have reviewed the work authorized by this permit and the information contained here-in. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column. This permit is not valid unless appropriate items are completed.

Permit Prepared By: (Supervisor) _____

Approved By: (Unit Supervisor) _____

Authorized Entrant: _____
 (Print Name)

 (Sign Name)

 (Print Name)

 (Sign Name)

Authorized Attendants: _____
 (Print Name)

 (Sign Name)

 (Print Name)

 (Sign Name)

cc: To be kept at the job site.
 POM Confined Space File.

CONFINED SPACE PRE-ENTRY CHECKLIST

LOCATION _____ DATE _____ TIME _____

ENTRY SUPERVISOR _____ PHONE _____

Make the appropriate column: <input checked="" type="checkbox"/> Yes, <input checked="" type="checkbox"/> No, or <input checked="" type="checkbox"/> N/A Not Applicable.	Yes	No	N/A
1. Is a "DANGER CONFINED SPACE" sign posted to identify the site as requiring a confined space entry permit to occupy the area?			
2. Is a written permit space entry program developed and implemented that complies with Section 1910.146(c)(4)?			
3. Is the written program available for inspection by employees and their representatives?			
4. Have all ENTRANTS been provided training and acquired the understand, knowledge and skills necessary for the safe performance of the duties assigned in Section 1910.146(h)?			
5. Have all ATTENDANTS been provided training and acquired the understanding, knowledge and skills necessary for the safe performance of the duties assigned in Section 1910.146(i)?			
6. Have all ENTRY SUPERVISORS been provided training and acquired the understanding, knowledge and skills necessary for the safe performance of the duties assigned in Section 1910(j)?			
7. Is the only hazard an actual or potential hazardous atmosphere?			
8. Will continuous forced air ventilation alone be sufficient to maintain the permit space safe for entry?			
9. Has monitoring and inspection data been developed to eliminate the hazardous atmosphere through forced air ventilation?			
10. Has the permit space been isolated?			
11. Have steps been taken for purging, inserting, flushing or ventilating the permit space to eliminate or control atmospheric hazards?			
12. Is monitoring available to verify that conditions are acceptable for entry throughout the duration of an authorized entry?			
13. Are employees trained on how to maintain and properly use testing and monitoring equipment?			
14. Is ventilating equipment needed to obtain acceptable entry?			
15. Is communication equipment necessary and available for use between attendants and entrant?			
16. Are the entrants provided with personal protective equipment to be adequately protected insofar as feasible engineering and work practice controls allow?			
17. Has adequate lighting equipment been supplied to allow a safe work area and allow a quick exit in an emergency?			
18. Has the area been secured with barriers and shields from pedestrian, vehicle or other barriers to protect the entrants from external hazards?			
19. Is the confined space provided with equipment, such as ladders, needed for safe ingress and egress by authorized entrants?			
20. Is there other training, equipment or services needed to provide safe confined space entry?			

SAFETY EQUIPMENT CHECKLIST

_____ Safety Harness
with attached Life Lines

_____ Respirator and type

_____ Safety Harness

_____ Hard Hat

_____ Eye Protection

_____ Hand Protection

_____ Other (specify) _____

_____ Ear Protection

_____ Foot Protection

_____ Protection Clothing

_____ Ventilator

_____ Resuscitator

_____ Communications Equipment

_____ Gas Tester with Alarms



NOTES



FIRE AND SMOKE BARRIER PENETRATION PERMIT

DATE ISSUED: _____ **PERMIT #:** _____

LOCATION OF BARRIER OR BARRIERS TO BE PENETRATED: _____

PERMIT ISSUED TO: _____

DEPARTMENT & TELEPHONE EXTENSION: _____

REASON FOR PENETRATION: _____

1. This permit must be displayed at the job site in a conspicuous location.
2. Repair of penetration remains the responsibility of the person requesting the permit and must be completed in the least amount of time possible.
3. Notify the Facilities Management Department when repairs are complete and integrity of barrier is restored for final inspection.

ESTIMATED PROJECTED COMPLETION DATE: _____

SIGNATURE OF APPLICANT: _____

DIRECTOR OF FACILITY & TECHNICAL SERVICES OR DESIGNEE: _____

Infection Control Construction Permit						
					Permit No:	
Location of Construction:				Project Start Date:		
Project Coordinator:				Estimated Duration:		
Contractor Performing Work				Permit Expiration Date:		
Supervisor:				Telephone:		
YES	NO	CONSTRUCTION ACTIVITY	YES	NO	INFECTION CONTROL RISK GROUP	
		TYPE A: Inspection, non-invasive activity			GROUP 1: Low Risk	
		TYPE B: Small scale, short duration, moderate to high levels			GROUP 2: Medium Risk	
		TYPE C: Activity generates moderate to high levels of dust, requires greater 1 work shift for completion			GROUP 3: Medium/High Risk	
		TYPE D: Major duration and construction activities Requiring consecutive work shifts			GROUP 4: Highest Risk	
CLASS I		<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace any ceiling tile displaced for visual inspection. </div> <div style="width: 48%;"> 3. Minor Demolition for Remodeling </div> </div>				
CLASS II		<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Provides active means to prevent air-borne dust from dispersing into atmosphere 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Wipe surfaces with disinfectant. </div> <div style="width: 48%;"> 6. Contain construction waste before transport in tightly covered containers. 7. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 8. Place dust mat at entrance and exit of work area. 9. Remove or isolate HVAC system in areas where work is being performed. </div> </div>				
CLASS III		<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Obtain infection control permit before construction begins. 2. Isolate HVAC system in area where work is being done to prevent contamination of the duct system. 3. Complete all critical barriers or implement control cube method before construction begins. </div> <div style="width: 48%;"> 6. Vacuum work with HEPA filtered vacuums. 7. Wet mop with disinfectant 8. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 9. Contain construction waste before transport in tightly covered containers. </div> </div>				
Date		4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.				
Initial		5. Do not remove barriers from work area until complete project is thoroughly cleaned by Env. Services Dept.				
Class IV		<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Obtain infection control permit before construction begins. 2. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 3. Complete all critical barriers or implement control cube method before construction begins. </div> <div style="width: 48%;"> 7. All personnel entering work site are required to wear shoe covers 8. Do not remove barriers from work area until completed project is thoroughly cleaned by the Environmental Service Dept. </div> </div>				
Date		4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.				
Initial		5. Seal holes, pipes, conduits, and punctures appropriately. 6. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.				
		9. Vacuum work area with HEPA filtered vacuums. 10. Wet mop with disinfectant. 11. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 12. Contain construction waste before transport in tightly covered containers. 13. Cover transport receptacles or carts. Tape covering. 14. Remove or isolate HVAC system in areas where is being done.				
Additional Requirements:						
Date Initials			Exceptions/Additions to this permit Date Initials are noted by attached memoranda			
Permit Request By:			Permit Authorized By:			
Date:			Date:			

**WAYNE MEMORIAL HOSPITAL
WELDING AND FLAME PERMIT**



WORK IS NOT PERMITTED UNLESS
THIS FORM IS FILLED OUT AND
POSTED IN THE WORK AREA.

DATE OF WORK _____

LOCATION _____

WORK TO BE DONE _____

MR #/W.O. # _____

SPECIAL PRECAUTIONS _____

- ☐ EXTINGUISHER
☐ FIRE ALARM SYSTEM

TYPE OF IGNITION SOURCE _____

THE LOCATION WHERE THE WORK IS
TO BE DONE HAS BEEN EXAMINED BY ME
AND PERMISSION IS GRANTED FOR THIS WORK

PERMIT EXPIRES _____

SIGNED _____

TIME STARTED _____

TIME COMPLETED _____



FINAL CHECK UP

*WORK AREA AND ALL ADJACENT
AREAS WHERE SPARKS MIGHT HAVE SPREAD
WERE INSPECTED FOR AT LEAST 30 MINUTES
AFTER THE NOTED WORK COMPLETED AND
NO FIRE CONDITIONS WERE NOTED.*

SIGNED _____

PERMIT ISSUED TO:

**WHEN POSSIBLE, DO WORK IN A
NON-COMBUSTIBLE AREA!**

**A PERSON SHOULD GENERALLY
BE ASSIGNED TO WATCH FOR
DANGEROUS SPARKS IN THE
AREA AND THE FLOOR BELOW.
WATCH IS REQUIRED FOR:**

- ☐ SPRINKLERS IN SERVICE.
- ☐ CUTTING AND WELDING EQUIPMENT
IN GOOD CONDITION.
- ☐ FLOOR SWEEPED CLEAN AND
WET DOWN FROM WELDING
AREA.
- ☐ COMBUSTIBLES AT LEAST 35
FEET FROM WELDING AREA.
- ☐ FLAMMABLE LIQUIDS AND
OTHER HAZARDS REMOVED.
- ☐ ALL FLOOR AND WALL OPENINGS
COVERED.
- ☐ NON-COMBUSTIBLE COVERS USED
TO PROTECT NEARBY COMBUSTIBLES.
- ☐ CONTAINERS, TANKS, DUCTS,
ETC. CLEANED AND PURGED OF
FLAMMABLE VAPORS, LIQUIDS,
DUSTS, ETC.
- ☐ EXTINGUISHERS AND SMALL
HOSES PROVIDED. PROPER
EXTINGUISHERS AND STAND-
PIPE HOSES IMMEDIATELY
AVAILABLE.
- ☐ FIRE WATCHES SHOULD BE
MADE FOR AT LEAST ½ HOUR
AFTER WELDING OR BURNING
HAS CEASED.

SIGNED _____



TITLE: Identification Badges – Contractors and Vendors		POLICY NUMBER: HP-62
EFFECTIVE DATE: DECEMBER 18, 2008	MANUAL: AD-HP	APPROVED BY / DATE: Senior Management

PURPOSE

Access control to the hospital is an integral part of the hospital's security management plan. The hospital controls access to its buildings, departments and offices in-part through the use of electronic bar coded identification cards. This process contributes to the safety and security of the hospital's patients, guests, staff and facilities.

On a daily basis, many contractors and vendors who don't require the use of bar coded identification cards ("ID badges") also access the hospital. The safety and security of hospital patients, guests, staff and the facility must be considered when allowing access into the hospital for these contractors. This policy defines the process in which those controls are administered.

APPLIES TO (or scope)

All Hospital Police officers and Identification Badge Control Coordinators in the Human Resources Department.

RESPONSIBLE PERSON

Chief, Hospital Police

POLICY

PROCEDURE (if applicable)

The issuance of hospital ID badges is the responsibility of both the Human Resources Department and the Hospital Police Department. Persons from both departments assigned to develop and issue hospital ID badges are trained to administer this control program. No other hospital department or employee will be permitted to perform these responsibilities.

To ensure the safety and security of all persons within the hospital, and as required of all hospital employees prior to employment, all contractors and vendors, prior to being issued an ID badge giving them access into the hospital, will be required to submit to a background check for criminal and non-documented legal status.

- A. A request for an ID badge will be initiated by completing the *Identification Badge Request Form*. The completed form, if a bar code is required, is then submitted to the Director, Facilities Services to approve the request. Non bar-coded ID badges will not require approval by the Director, Facilities Services.
- B. When approval has been obtained, the form is forwarded to the Hospital Police Department's Identification Badge Control Coordinators for processing. The police department will ensure that the form is properly completed and that appropriate authorizations have been obtained before processing the request.
- C. Contractors and their employees who have access inside the hospital facility must obtain an ID badge.

- D. Before any work may begin, all contractors must have the appropriate ID badge issued to them.
- E. As a general rule contractors will not be issued a bar coded ID badge. If an exception to this procedure is required, the Director, Facility Services must approve such request.
- F. The contractor being issued the ID badge may obtain his identification card directly from the police department. The contractor will sign the *Identification Badge Request Form* confirming receipt of the card. The signature will also signify recipient's understanding of the agreement stated on the *Identification Badge Request Form*.
- G. The Human Resources Identification Badge Control Coordinators will take the contractor's picture and place the contractor's name and business name on the ID badge.
- H. Human Resources will then submit the ID badge to the Hospital Police Department to issue to the contractor or vendor.
- I. Activating and reissuing ID badges occurs through the Hospital Police Department only.
- J. Only the Hospital Police Department Identification Badge Control Coordinators may have access to the databases that control the activation of bar codes in the Pinnacle system.
- K. ID badge requests will be processed within 24 hours (1 working day) following the submission of the *Identification Badge Request Form*.
- L. All ID badges must be prominently displayed on the outer clothing at shoulder height. The photograph side of the ID badge (front) is to be facing forward.
- M. The contractor's badge will be distinguished by a designated color that frames the photograph box on the ID badge.
- N. The front of the ID badge will contain the following:
 - 1. Name – the contractor's or vendor's name, to include the first and last. If space for the full name is insufficient, the first name may be reduced to an initial.
 - 2. Photograph – a full-face color image.
 - 3. Company – The company or organization where the individual is employed.
- O. The ID badge will not be defaced, pierced, or visually obstructed in any manner. Stickers, pins, or other items affixed to the ID badge will impair its purpose and performance and therefore may not be applied to the ID badge.
- P. Only the contractor or vendor issued the badge may use the ID badge. The ID badge may not be transferred or used by another individual.
- Q. If an ID badge needs to be replaced due to normal wear and tear, the Hospital Police Identification Badge Control Coordinators will issue a new badge at no charge.
- R. Lost, damaged, or stolen ID badges are to be reported immediately to the Hospital Police Department so that badge access can be removed from the security system.
- S. Once an ID badge is no longer needed, it will be returned to the Hospital Police Department for deactivation and destruction. Contractor and vendor badges will have a deactivation date assigned to their badges to coincide with the estimated time for the completion of the project or other appropriate timeframe. Should the ID badge be needed for a longer period of time than planned, the contractor assigned the badge should contact the Hospital Police Department for an extension of time.
- T.

I. LEVEL I CONTRACTOR/VENDOR:

- A. These employees work outside of the hospital physical facility and do not have access to the hospital.
- B. Hospital identification badges are not required for these employees.
- C. If these contract employees need access to the hospital, they must be accompanied by a contractor employee with badge access to the hospital.

II. LEVEL II CONTRACTOR/VENDOR:

- A. These individuals have access to the public and non-sensitive areas of Wayne Memorial Hospital.
- B. Due to the need to be inside the hospital physical facilities, these contractors and vendors will be issued a non-bar coded identification badge.
- C. These employees will need to present a driver's license or state issued identification card at the time they apply for an identification badge.
- D. To ensure these individuals have legal alien status within the United States, they will also be required to present their social security card as part of the identification process.
- E. Level II contractors and vendors will complete the *Identification Badge Request Form*.
- F. The form will be submitted to the Hospital Police Identification Badge Control Coordinators for the appropriate background check and to ensure all information is correct.
- G. The form will then be submitted to Human Resources so the identification badge can be made.
- H. The badge will be submitted to the Hospital Police Department who will then issue the badge to the contractor.

III. LEVEL III CONTRACTOR/VENDOR:

- A. These personnel have access to patient care areas and other security sensitive areas based on service needs.
- B. These contractors and vendors will be issued a bar coded identification badge.
- C. Level III contractors and vendors will need to present a driver's license or state issued identification card at the time they apply for an identification badge.
- D. To ensure these individuals have legal alien status within the United States, they will also be required to present their social security card as part of the identification process.
- E. Level III contractor employees will complete the *Identification Badge Request Form*. The form will be sent to the Facilities Director for his review and signature.
- F. The form will be submitted to the Hospital Police Identification Badge Control Coordinators for the appropriate background check and to ensure all information is correct.
- G. The form will then be submitted to Human Resources so the identification badge can be made.
- H. The badge will be submitted to the Hospital Police Department for the necessary activation requirements and then issued to the contractor employee requiring the identification.

IV. WAYNE MEMORIAL HOSPITAL POLICE RESPONSIBILITIES:

- A. The Wayne Memorial Hospital Identification Badge Coordinators will maintain all required paperwork and applications.
- B. The activation of the identification badge and the appropriate access level will be assigned by the Identification Badge Coordinator based on the needs.
- C. The Identification Badge Coordinators for the Wayne Memorial Hospital will hold random compliance inspections with the contractors who have bar-coded access to the Hospital.
- D. The appropriate fee will be collected from the contractors assigned identification badges. The fee will be returned once the badge has been returned to the Hospital Police Department.

V. SECURITY AUTHORITY:

- A. The Wayne Memorial Hospital Police may deny contractors access to the Hospital based on the findings of background checks.

- B. Wayne Memorial Hospital Police may request an individual to leave campus until such individual is compliant with this policy.
- C. Wayne Memorial Hospital Police may require prior notice of requesting contractors so that sufficient time can be set aside to create and activate the badges prior to work beginning at the hospital.

VI. CONTRACTOR SECURITY RESPONSIBILITIES:

- A. Contractors performing work at the hospital must provide a list of employee names and home addresses prior to the work beginning if a badge is to be issued.
- B. The list should be provided to the Hospital Police Department in order to allow sufficient time to create the badges.
- C. The fee schedule is as follows:
 - 1. Level II fee: \$5.00
 - 2. Level III fee: \$10.00
- D. All fees are refundable upon the return of the identification badges to the Wayne Memorial Hospital Police. Failure to return the badges will result in forfeiture of the fee.

DEFINITIONS (as applicable)

The terms “contractors” and “vendors” are used interchangeably throughout this policy.

REFERENCES (as applicable)

Key and Access Control Policy
Security Management Plan
Identification Badges Policy

DEVELOPED BY OR IN COLLABORATION WITH

Hospital Police Department
Human Resources Department

REPLACES (supersedes)

REVIEWED DATES

December 18, 2008

REVISED DATES

December 18, 2010

SIGNATURE OF APPROVAL

Name _____

Title _____

Date _____

Wayne UNC POLICE

IDENTIFICATION BADGE REQUEST FORM

ACCEPTED

☐

DENIED

☐

NAME OF INDIVIDUAL REQUESTING BADGE

DATE AND TIME OF REQUEST

NAME OF CONTRACTOR OR INDIVIDUAL

STATE IDENTIFICATION (STATE & ID NUMBER)

(A copy of drivers license must be attached)

SSN OR QUALIFYING ID

WAS COPY OF PHOTO OBTAINED

YES____ NO____

LEVEL OF ACCESS

LEVEL

1____ 2____ 3____ (CHECK APPROPRIATE LEVEL)

SIGNATURE AND TITLE OF REQUESTOR

Signature / Date

SIGNATURE OF CONTRACTOR

Signature / Date

Phone #: _____

FACILITY DIRECTOR SIGNATURE (if required)

Signature / Date

CHIEF OF POLICE

Signature / Date

DIRECTOR OF CONSTRUCTION

Signature / Date

DIRECTOR OF ENGINEERING

Signature / Date

ID BADGE COORDINDATOR

Signature / Date

ALL SIGNATURES MUST BE OBTAINED PRIOR TO BADGE ISSUANCE

Areas needing access:

- 1) _____
- 2) _____
- 3) _____

Pinnacle entry by:	
Date entered:	
Date expires:	

WAYNE MEMORIAL HOSPITAL

Construction and Renovation Permit & Assessment Worksheets (Page 1 of 2)

Project Name: _____ Project or Work Order #: _____ Date Assessed: _____

UTILITY System at Risk

0 = None

1 = Low

2 = Med.

3 = High

Utility	0	1	2	3	Comments
Normal Electrical Power					
Emergency Electrical Power					
Chill Water					
AHU / FCU					
Ventilation / Ductwork					
BAS / Controls					
Steam					
Process Water					
Heating Hot Water					
Potable Water (Hot or Cold)					
Sanitary Sewer					
Storm Drain / Rain Leader					
Pneumatic Tube					
Nurse Call					
Overhead Paging / Speakers					
Natural Gas					
Oxygen (see NOTES below)					
Vacuum (see NOTES below)					
Medical Air (see NOTES below)					
Nitrogen / Instrument Air (see NOTES below)					
Nitrous Oxide (see NOTES below)					
Radiation / Magnetic Fields					
Elevators					
Other					

Communications System	0	1	2	3		Communications System	0	1	2	3
Computer / Data Cabling or Equipment						Communications (TV, Telephone) Cabling or Equipment				
Telemetry						Fire Alarm Systems				
Hospital Pager Network (beeper)						Security Systems				
Other						Other Overhead Cabling				

CONSTRUCTION ACTIVITY

LEVEL	DESCRIPTION
0	No impact on utility or communication system
1	<ul style="list-style-type: none"> Reuse existing utilities with no expansion or additions needed, remove an existing utility. Shut down of utility with no affect to the building systems. Expand existing telephone, data or TV communication system cabling.
2	<ul style="list-style-type: none"> Expand / upgrade utilities within parameters of project. Shut-Down or removal of an existing utility that MAY affect an area outside the parameter of the project, but will not affect direct patient care or a critical service / operation. Any addition to or modification of the Emergency Electrical Power System and Medical Gas System.
3	<ul style="list-style-type: none"> Add equipment. Shut-Down of utility whose affects will impact any area outside the parameters of the project, direct patient care or a critical service / operation. Any addition to or modification of the Emergency Electrical Power System and Medical Gas System.

If the Assessment Level is a 2 or 3 = PATIENT CARE REPRESENTATIVE SIGNATURE IS REQUIRED

Describe the steps that will be taken to mitigate the effects of the activity.

If a system is to be expanded describe how the additional capacity required is currently being utilized and if this has been field verified yet.

If a shutdown is required, describe the scope of the shutdown.

ORIGINATOR SIGNATURE _____ DATE _____

PATIENT CARE REPRESENTATIVE SIGNATURE _____ DATE _____

WAYNE MEMORIAL HOSPITAL

Construction and Renovation Permit & Assessment Worksheets (Page 2 of 2)

Project Name: _____ Project or Work Order #: _____ Date Assessed _____

NOISE / VIBRATION

Due to the factors involved in this assessment, the following issues should be reviewed for possible impact on the facility and users:

TYPE OF WORK TO BE CONSIDERED (Check all applicable):

Risk Levels – 0 = No Risk 1 = Low Risk 2 = Medium Risk 3 = High Risk

<input type="checkbox"/> Hand Drills	<input type="checkbox"/> Floor Boring	<input type="checkbox"/> Hammering / Grinding	<input type="checkbox"/> Jack Hammering	<input type="checkbox"/> Other: _____ Other: _____
--------------------------------------	---------------------------------------	---	---	--

SPECIAL AREAS TO BE CONSIDERED:

NOTE: Enter Risk Levels as outlined above in

AREAS AFFECTED- list each area on its own line	RISK? (Yes or No)	If yes floor/area & risk level	Notes/Comments
MAIN TOWER			
WEST WING			
SOUTH EAST WING			
EMERGENCY DEPARTMENT			

If the Assessment Level is a 2 or 3 = PATIENT CARE REPRESENTATIVE SIGNATURE IS REQUIRED

PATIENTCARE REPRESENTATIVE SIGNATURE: _____ DATE _____

This section may include, but not be limited to, such items as:

- Description of anticipated construction noise / vibration levels.
- Confirm with appropriate clinical staff effects of noise / vibration may have on affected patients, staff or operations.

ASBESTOS IDENTIFICATION & ABATEMENT (PROJECT MANAGER Signature required If YES)

	YES	NO
1. Are there any Asbestos containing materials in the area?		
2. If YES, has an Asbestos Abatement Scope-of-Work been developed or approved by Plant Operations? Plant Operations APPROVAL DATE: ____/____/____.		

MOLD IDENTIFICATION & ABATEMENT (PROJECT MANAGER Signature required if Yes)

	YES	NO
1. Was any mold identified in the construction area?		
2. If YES, has a Mold Abatement Scope-of-Work been developed or approved by Plant Operations?		
3. APPROVAL DATE: ____/____/____.		

NOTE: If Mold and/or Asbestos is identified during any phase of the construction - WORK MUST BE IMMEDIATELY STOPPED AND THE POM, OEMS AND INFECTION CONTROL DEPARTMENTS MUST BE NOTIFIED. THE PROJECT MANAGER MUST OBTAIN THE APPROPRIATE ABATEMENT SCOPE-OF-WORK.

ORIGINATOR SIGNATURE _____ DATE _____

PATIENT CARE REPRESENTATIVE SIGNATURE _____ DATE _____

SECTION 00 61 19
ASBESTOS-FREE WARRANTY

UNC HEALTH WAYNE
CATH LAB RENOVATION

GOLDSBORO, NORTH CAROLINA

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind were used in the construction of the **Cath Lab Renovation, UNC Health Wayne, Goldsboro, North Carolina.**

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20____.

(Notary Public)

END OF SECTION

SECTION 00 62 19
INFECTION CONTROL PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Required procedures for Infection Control related to new and renovated construction.

1.02 RELATED SECTIONS

- A. Section 01 30 00 – Administrative Requirements
- B. Section 01 51 00 – Temporary Utilities

1.03 REFERENCES

- A. Centers for Disease Control, guideline for Prevention of Nosocomial Pneumonia, Atlanta, GA.
- B. American Institute of Architects Academy of Architecture for Health, U.S. Department of Health and Human Services, guidelines for Design and Construction of Hospital and HealthCare Facilities, Washington, DC.
- C. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., HVAC Design Manual for Hospitals and Clinics, Atlanta, GA.
- D. ANSI/ASHRAE Standard 52.1 – 1992, Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.

1.04 WORK INCLUDED

- A. Infection prevention and control measures shall be undertaken by the Contractor during all phases of the project to prevent dust from becoming air-borne in occupied patient and other areas.

1.05 INFECTION CONTROL RISK ASSESMENT (ICRA)

- A. Base upon the ICRA Matrix provided, the Contractor shall include in their bid monies to cover the required separations between construction activities and occupied portions of the facility.
- B. Prior to Construction and within 15 days after Notice to Proceed the scope of the project shall be evaluated by representatives of the Owner, Architect, and Contractor and a detailed Infection Control Risk Assessment (ICRA) shall be prepared.
- C. The Risk Assessment shall identify potential infection hazards and provide a written plan of preventative measures to be implemented during construction.
- D. Areas of consideration shall include, but are not limited to:
 - 1. Functional purpose of the project
 - 2. The services provided in the area
 - 3. Patient Risk
 - 4. Worker Risk
 - 5. Coordination of construction Preparation and Demolition
 - 6. Operation and maintenance of facilities during construction
 - 7. Post-Construction cleaning procedures
 - 8. Monitoring methods and standards during and after construction
 - 9. Contractor accountability in the event of a breach in infection control procedures.
 - 10. Health expectations for the contractor's workers
 - 11. The physical layout of the area
 - 12. Air handling systems
 - 13. Hand-washing facilities
 - 14. Traffic patterns for people, supplies, waste, construction debris, etc.
 - 15. Isolation rooms
 - 16. Water supply
 - 17. Storage areas
 - 18. Sanitation
 - 19. Waste management

20. Emergency preparedness
21. Applicable Federal, Local, and State Laws, Standards, and Regulations
 - a. Specific infectious/biohazard risks shall be discussed and documented in the ICRA.
 - b. Specific Construction Hazards and Preventative Measures as listed in this section and as applicable to the project shall be noted in the ICRA and followed during the course of construction.
 - c. Copies of the ICRA shall be kept on site by the Contractor.
 - d. Copies of the ICRA will be retained by the Owner and Architect.
 - e. The Owner shall perform ongoing assessment of the preventative measures throughout the duration of the project.

1.06 SUBMITTALS

- A. See Section 01 30 00 – Administrative Requirements, for submittal procedures
- B. Infection Control Plan: Within 15 days after meeting with Hospital staff and Architect regarding preparation of the ICRA. The Contractor shall submit for inclusion in the ICRA an Infection Control Plan of the contractor's responsibilities and duties during construction for inclusion in the ICRA. This Plan shall include:
 1. Floor plan drawings indicating locations of all infection control elements including limits of work area, Infection Control Protection Class, adjacent or included Patient Risk Groups, Construction Risk Type (greatest), entrances, exits, doors, vestibules, barriers and types ventilation discharge points, exhaust fans, portable filtration devices dust mats, staff traffic routes, debris traffic routes, construction materials traffic routes, storage areas.
 2. Written description of procedures to be followed during construction.
 3. Product Data: Provide Data for Fire retardant Plastic Sheeting, Sealant tape, Dust mat, and portable filtration devices.

PART 2 – PRODUCTS

2.01 FIRE RETARDANT PLASTIC SHEETING

- A. Manufacturers:
 1. ASFR6 Cover by Americover or approved equal (americover.com)
 2. Approved equal; see section 01 60 00 for substitution requirements.
 - a. Flame retardant polyethylene
 - b. Thickness: 6-mil.
 - c. Color: Transluscent cream/white
 - d. Passes NFPA 701-99 test 1
 - e. Passes ASTM E-84; flame-spread 15, smoke developed 0.
 - f. Printed with fire retardant standard.
- B. Zipper Entrance System
 1. Zip-Up by Americover or approved equal (americover.com)
 2. Accessible from either side.
- C. Fire Retardant Sealant Tape
 1. As recommended by fire retardant plastic sheeting manufacturer for intended application.
- D. Dust Mat
 1. Sticky Mats by Americover or approved equal (americover.com)
 2. Size; 23 inches by 35 inches
 3. Color: blue
 4. Sheets per mat: 30
 5. Individual sheets numbered
 6. Thickness each sheet: 2-mil.
 7. Adhesive included on bottom of mat to hold mat in place.

PART 3 – EXECUTION

3.01 CONSTRUCTION HAZARDS AND PREVENTATIVE MEASURES

A. Internal Hazards and Measures:

1. Hazards: During internal renovation/construction there is dissemination of dust/debris which may carry pathogenic organisms.
 - a. Immuno-compromised patients are at highest risk of fungal infection during construction and renovation.
 - b. Clean/sterile supplies, patient care surfaces and equipment may become contaminated.
 - c. The accumulation of dust and debris on ventilation system filters results in decreased filtration and airflow.
2. Preventative Measures: Each construction/renovation project shall be assessed using the patient population at risk and type of activity that is planned.
3. Construction Risk Type by Activity:
 - a. Type "A": Inspection and non-invasive activities including, but not limited to:
 - 1) Removal of ceiling tile for visual inspection limited to one (1) tile per fifty (50) square feet.
 - 2) Painting, but not sanding.
 - 3) Wall covering, electrical trim work, minor plumbing, and other activities which do not generate dust or require cutting of walls or access to ceiling other than for visual inspection.
 - b. Type "B": Small Scale, short term duration activities which create minimal dust including, but not limited to:
 - 1) Installation of computer cables.
 - 2) Access to chase spaces.
 - 3) Cutting of walls or ceiling where dust migration can be controlled.
 - c. Type "C": Work that generates a moderate to high level of dust or requires demolition or removal of a fixed building component or assembly including, but not limited to:
 - 1) sanding of walls for painting or wall covering.
 - 2) removal of wall coverings, ceiling tiles, or casework/millwork.
 - 3) new wall construction.
 - 4) minor ductwork or electrical work above ceilings.
 - d. Type "D": major demolition and construction projects which include, but are not limited to:
 - 1) Activities requiring consecutive work shifts.
 - 2) Activities requiring heavy demolition or removal of a complete cabling system.
 - 3) New construction.
4. Patient Risk Groups. See Infection Control Matrix. See Section 00 62 19.01 .
5. Infection Control Precaution Class:
 - a. Class I Precautions:
 - 1) Routine dust control measures are used in situations where dust and/or air-borne contaminants are very limited and are unlikely to be spread to adjacent areas.
 - 2) Replace ceiling tile immediately when above ceiling work is completed.
 - b. Class II Precautions:
 - 1) Before construction begins, isolate the area of activity from any patients using fire rated plastic sheeting, sealed at full ceiling height, and with a minimum of two-foot overlapping flaps or installed zipper entrance system for entry access.
 - 2) Provide dust mat outside each entrance or exit to the area.
 - 3) Place construction area under negative pressure with respect to adjacent areas utilizing separate construction exhaust fans ducted to the outside such that recirculation to the work area is not possible, and such that introduction of the exhausted air is not introduced into the hospital HVAC system. Rebalance adjacent areas as needed to assure positive pressure with respect to the work area.
 - 4) If work area exhaust cannot be ducted to the outside, work area air shall be filtered to at least 95% efficiency before it is recirculated.

- 5) Cover all exposed surfaces with drop-cloths.
 - 6) Close all room doors and post signage on both sides of the door indicating that the door must remain closed.
 - 7) Seal unused doors with sealing tape.
 - 8) Block-off and seal air vents.
 - 9) Dampen surfaces, if needed, to control dust when cutting, chipping, or breaking materials.
 - 10) Place dust mat at entrance and exit of work area.
 - 11) Vacuum with HEPA-filtered equipment and/or wet-mop daily.
 - 12) Contain construction and demolition waste before transport in tightly covered containers.
 - 13) Transport construction and demolition waste only along pre-determined routes away from patient and visitor traffic.
- c. Class III Precautions- In addition to Class II Precautions:
- 1) Remove or isolate/seal HVAC system in the work area from the HVAC unit and ductwork serving the work-area to prevent contamination of duct system.
 - 2) Maintain appropriate air filtration and/or utilize HEPA equipped air filtration units.
 - 3) Seal all exterior windows in the work area.
 - 4) Provide monitors in the barrier system to signal when negative pressures are not maintained.
 - 5) Maintain all barriers intact until the completed project has been inspected by representatives of the Hospital's Infection Control or Safety departments as determined by the Hospital.
 - 6) After project completion and approval of the Hospital, remove all barriers using dust controlling practices and techniques, vacuum with HEPA filtered vacuum equipment, and wet-mop with hospital-approved disinfectant.
 - 7) After project completion, replace all HVAC filters. Dispose of all filters as construction debris.
- d. Class IV Precautions- In addition to Class III Precautions:
- 1) Erect an openable and closeable barrier at each entrance to and exit from the work area. This shall include access to elevators and stairs within the work area as used for construction access. Barriers and openings shall include the following:
 - 2) A rigid temporary or permanent fire-rated partition with tight seals along the entire perimeter of the walls and at all penetrations
 - 3) a solid gasketed dust-proof door and frame.
 - 4) The balance of the barrier utilizing existing partitions and structural floor slabs shall Seal all holes for pipes, conduit, and other miscellaneous penetrations in the perimeter walls, floors and roof decks of the work area.
 - 5) Contractor personnel clothing shall be free of loose soil and debris before leaving the work area. A HEPA filtered vacuum may be used to clean the clothing prior to leaving the work area.
- e. Class V Precautions- In addition to Class IV Precautions as determined by the Hospital for extremely sensitive areas:
- 1) Erect an anteroom at each entrance and exit from the work area. Each anteroom shall:
 - 2) Be constructed as a pair of entrances in class IV Precautions.
 - 3) Be exhausted individually and be neutral in pressure to the construction area (negative pressure) and the non-work area (positive pressure).
 - 4) Contain dust-mats within. And be large enough for storage of tools and clothing changes.
 - 5) Seal all holes for pipes, conduit, and other miscellaneous penetrations in the perimeter walls, floors and roof decks of the work area.
 - 6) Additionally, at the discretion of the Hospital, workers may be required to wear cloth/paper shoe covers and coveralls. These items must be removed every time the worker leaves the work area.

- B. External Hazards and Preventative Measures:
 - 1. Hazards:
 - a. During construction, particularly excavations, the increased potential for contamination by dust/debris on air intake filters may result in decreased filtration and the spread of micro organisms via the HVAC system.
 - b. Increased contamination of HVAC cooling tower water may result in dissemination of organisms such as Legionella Pneumophila to patients and employees.
 - 2. Preventative Measures:
 - a. Increase the frequency of the inspection and changing of filters during construction.
 - b. Maintain adequate air exchange rates, pressure differentials.
 - c. Eliminate air leakage.
 - d. Change air filters to those with high efficiency ratings.
 - e. Increase the frequency for cleaning and decontamination of cooling towers.
- C. Interruption of Potable Water Sources During Construction:
 - 1. Hazards:
 - a. During construction the water supply may be interrupted for functions such as; patient bathing, drinking and food preparation, handwashing, surgical scrubbing, patient procedures, flushing toilets and clinical sinks, and cleaning and decontamination/sterilization procedures.
 - b. Interruptions in water supply increase the risk for contamination of the system due to stagnation, scaling, sediment, and microbes present that might be released when the system is returned to operation.
 - 2. Preventative Measures
 - a. Schedule interruptions during low-activity periods such as nights and weekends.
 - b. Notify affected areas in advance of planned service interruptions.
 - c. The Hospital will provide temporary supplies of potable water for certain uses according to their policies for utility failure.
 - d. The hospital will make available supplies of waterless anti-microbial agents for Hospital use.
 - e. The Hospital shall be contacted regarding any suspicious water hazards.

3.02 WORKER RISK ASSESMENT AND EDUCATION

- A. Hospital staff shall assist the Contractor in determining potential environmental risk for contractor's workers
- B. Hospital staff shall participate in training that alerts Contractor's workers to the potential for air-born dust containing spores and microorganisms.
- C. Workers may require health protection, vaccinations, skin tests for tuberculosis, and testing for hepatitis before beginning construction.

END OF SECTION

Infection Control Risk Assessment For Construction Projects

I Project Definition and Risk Level Assessments:

1 Provide the Project Name, location and a brief description of the planned work to be performed:

2 Start/End Dates: _____ 3 Is mold present? Y/N _____ Amount: Small ☐ Moderate- Large ☐

4 Risk Level of Patient Area (circle one):

- Risk 1** **Critical:** OR Rooms and Sterile Core, Restricted Areas of Endoscopy, Cardiac Cath Labs, Radiology rooms, L&D rooms, SPD, Oncology rooms, ICU rooms, ED Trauma rooms, Pharmacy Admixture, and Dialysis
- Risk 2** **Semi-Critical:** Non-restricted patient care areas, Ancillary Departments, Dietary, Laundry
- Risk 3** **Non-Critical:** Offices, Medical Records, Lobby Areas

5 Project Type (circle one):

Type A generates lots of dust (demolition, new construction, renovation, removal of entire ceiling, etc.) or when remediating moderate to large amount of mold (>10 square feet)

Type B generates moderate dust (sanding, cutting walls, duct cleaning/work, large amount of cable or wire pulling, etc.) or when remediating small amount of mold (< 10 square feet)

Type C generates little dust (removal of small number of ceiling tiles, vent cleaning, small amount of in-conduit cable or wire pulling, wall cutting where dust can be controlled)

Type D generates no dust (inspecting above ceiling tile, painting)

6 Areas Immediately Adjacent to the Project Area (indicate area, risk level and action):

Unit Below Project Area	_____	Level	_____	Action	_____
Unit Above Project Area	_____	Level	_____	Action	_____
Unit North of Project Area	_____	Level	_____	Action	_____
Unit South of Project Area	_____	Level	_____	Action	_____
Unit East of Project Area	_____	Level	_____	Action	_____
Unit West of Project Area	_____	Level	_____	Action	_____

7 Staff Risk Group Identification (When working in staff areas without barriers or other IC precautions):

- Risk 1** (Critical) – Persons Undergoing Chemotherapy and/or Using High Dose Steroids Action _____
- Risk 2** (Semi-Critical) – Persons with Allergic Rhinitis and/or Allergic Asthma _____
- Risk 3** (Non-Critical) – Persons with No Immunosuppressive or Allergic Respiratory Conditions _____

II Design Specifics (if new construction or extensive renovation):

1 Type of procedures and patients planned for the area:

2	Room	Airflow Direc'n	ACH	100% Exh	Humidity	Filtration	Comr	New AHU
a.	Soiled utility	Negative	10	Yes	N/A	90%	_____	_____
b.	Patient room	Neutral	6	No	N/A	90%	_____	_____
c.	Airborne Isolat'n	Negative	12	Yes	N/A	90%	_____	_____
d.	_____	_____	_____	_____	_____	_____	_____	_____
e.	_____	_____	_____	_____	_____	_____	_____	_____

3 Types of Materials Planned for Use:

Floors _____ Walls _____

Ceilings _____ Countertops _____

4 Hand washing sinks in appropriate locations _____ Wall-mounted or open below with proper sealing _____

Wrist blades _____ Foot pedals _____

Calstat locations _____

III Measures to Control Dust:

- 1 Worker entry/exit and debris removal _____ Cafeteria use _____ Restroom _____
- 2 Work hours to minimize impact on operations and patient care: _____
- 3 Methods to protect MH equipment in Project Area: _____
- 4 Method to obtain negative airflow: _____

Dust Containment Measures		Risk 1			Risk 2			Risk 3			D
		A	B	C	A	B	C	A	B	C	
1	Worker Education on Dust Containment Provided by Contractor	R	R	R	R	R	R	R	R	R	R
2	Barrier between Project Area & Non-Project Area(s): Sheetrock barrier with taped seams extending to ceiling. If above ceiling work planned, must extend to concrete slab above ceiling. Note: For Type B & C projects <24 hours in duration may use plastic (fire rated as required by code) barrier	R	R See Note	R See Note	R	R See Note	n.r.	R	R See Note	n.r.	n.r.
3	Access to Project Area: Hollow metal framed door with solid wood door with latch and dust seal. Note: Type B & C projects – Via 2 ft overlap when plastic barrier used.	R	R See Note	R See Note	R	R See Note	n.r.	R	R See Note	n.r.	n.r.
4	Automatic Door Closure on Barrier Access Door: Install an automatic door closure on the door referenced in item #3 above.	R	R	n.r.	R	n.r.	n.r.	n.r.	n.r.	n.r.	n.r.
5	Anteroom Requirement: Sheetrock anteroom with taped seams and metal framed access door built outside of the access door listed in item #3 above. Note: Required when remediating mold	R	R	n.r.	n.r. See Note	n.r.	n.r.	n.r.	n.r.	n.r.	n.r.
6	Construction Materials/Tools/Equipment: Only clean materials/tools/equipment shall be transported through occupied areas	R	R	R	R	R	R	R	R	R	R
7	Debris Removal: Misted, covered and sealed debris removal via specified route at time of least impact to patients and staff, using cart, etc. with clean wheels. Cart wiped down prior to leaving project area.	R	R	R	R	R	R	R	R	R	n.r.
8	Walk Off Mats: Take mats inside and/or outside the Project Area. Change mats as needed.	R	R	n.r.	R	R	n.r.	R	nr	n.r.	n.r.
9	Personnel Leaving the Project Area: Clothing to be vacuumed with HEPA vacuum prior to leaving Project Area.	R	R	R	R	R	R	R	R	R	R
10	Brooms and Vacuums: Brooms and non-HEPA vacuums may be used within solid construction barriers. Note: HEPA vacuums are required when plastic barriers or no barriers are used.	R	R See Note	R See Note	R	R See Note	R See Note	R	R See Note	R See Note	n.r.
11	Negative Airflow Required: Exhausted to outside with a minimum of 25 feet from any intakes or through HEPA filter. Monitored at a minimum of each workday by PM or designee. Note: For Type B and C, construction HEPA within work area may be substituted.	R	R See Note	R See Note	R	R See Note	n.r.	R	R See Note	See note	n.r.
12	Protection of Ventilation System: Returns, as well as supplies when AHU is not active, in the project area shall be protected from dust. Ductwork will be cleaned and capped off as installed. AHU filters will be changed as necessary.	R	R	n.r.	R	R	n.r.	R	R	n.r.	n.r.
13	Ingress & Egress Paths of Workers: Should be away from clinical areas whenever possible.	R	R	R	R	R	R	R	R	R	R
14	Signage: "Construction Zone: Do Not Enter" signs shall be posted at each entrance to project area with alternate route directions for staff and visitors.	R	R	R	R	R	n.r.	R	R	n.r.	n.r.
15	Respiratory Protection, Eye Protection, and Gloves: Will be worn by personnel when remediating mold Note: Type A mold remediation projects also requires dust cover suit	R See Note	R	n.r.	R See Note	R	n.r.	R See Note	R	n.r.	n.r.
16	Cover Suits and Caps: Required during major demolition phase when egress involves occupied areas	R	R	n.r.	n.r.	n.r.	n.r.	n.r.	n.r.	n.r.	n.r.
17	Particle Count and Culture Guidelines: • Terminal Cleaning followed by White Glove Test • Particle Counts • Air and Surface Cultures (Estimated number of cultures _____)	R R R	R R R*	R R n.r.	R R R*	R R n.r.	R n.r. n.r.	R R nr	R n.r. n.r.	R n.r. n.r.	R** n.r. n.r.

R* = Required when known mold. R** = Required for Type D projects in Risk Level 1 areas.

III Sign Offs:

Responsible Party	Design Review	Pre-Construction Review
	Date:	Date:
Hospital Project Manager		
Hospital Infection Control		
Hospital VP and/or Director		
Contractor	Not Applicable	

SECTION 00 63 25
SUBSTITUTION FORM - DURING CONSTRUCTION FOR CAUSE
PART 1 GENERAL

1.01 PROJECT INFO:

PROJECT _____ PROJECT NUMBER _____
SUBSTITUTION REQUEST NO. _____ DATE _____
SPECIFICATION TITLE _____ DIV. NUMBER _____
SECTION ____ PARAGRAPH _____

1.02 PROPOSED SUBSTITUTION:

Manufacturer: _____
Address: _____ Phone: _____
Trade Name: _____ Model Number: _____
Attachments (list each):

THE UNDERSIGNED CERTIFIES:

1. Proposed Substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. Same warranty will be furnished for proposed substitution as for specified product.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed substitution will have no adverse affect on other trades and will not affect or delay progress schedule.
5. Proposed substitution does not affect dimensions and functional clearances.
6. Payment will be made for changes to the building design including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____

Phone: _____

A/E ACTION:

___ APPROVED ___ APPROVED AS NOTED ___ REJECTED ___ REQUEST REC'D LATE

Signed _____ Date: _____

PART 2 - PRODUCTS - NOT USED / PART 3 - EXECUTION - NOT USED
END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

PART 1 - GENERAL

- 1.01 The general conditions are based on AIA Document A201, General Conditions of the Contract for Construction as amended; 2017 or as otherwise provided by the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF AGREEMENT 00 72 00

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cath Lab Renovation
UNC Health Wayne
2700 Wayne Memorial Drive
Goldsboro, NC 27534

THE OWNER:

(Name, legal status and address)

UNC Health Wayne
2700 Wayne Memorial Drive
Goldsboro, NC 27534

THE ARCHITECT:

(Name, legal status and address)

CPL Architects and Engineers, PC
3600 South Boulevard, Suite 500
Charlotte, NC 28209

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- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

- 
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variances.

Some Specifications may be written in a condensed outline form and omitted words shall be included by inference. If the Specifications identify a task, it shall mean the “Contractor shall furnish, install and complete” the identified task unless otherwise stated.

Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated. When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contractor acknowledges its familiarity with those references, codes, etc. The date of the referenced standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect’s interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change therefrom shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed to require the same materials and construction. Items required by either the Drawings or the Specifications and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed nor to limit the scope of work performed by any trade or by any Subcontractor or supplier. Such separations shall not operate to make the Architect an arbiter to establish limits of work between Subcontractors or

between Contractor and Subcontractor.

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

§ 1.2.4 Reference to “match existing” in Contract Documents refer to existing finishes, materials, details, and qualities which have been used in adjacent portions of existing facilities. Material designations or details not specifically shown shall either match existing or be similar in finish, material or quality to similar adjacent conditions.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the

using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Such order or stoppage by the Owner shall not constitute grounds for contract termination by the Contractor under Article 14 and shall not be the basis of Time Extensions by the Contractor under Article 8.3.

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.5.2 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Contractor (1) granted in the Contract Documents; (2) law; or (3) in equity.

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

“Contractor” means the Contractor or the Contractor’s authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering into the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment for discrepancies between the Work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

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

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor’s failure to coordinate work with actual field measurements.

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

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

§ 3.2.5 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Architect whenever any reference point 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 by professionally qualified personnel.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor shall employ a licensed surveyor to locate and stake out the Work and establish necessary reference and bench marks. The contractor shall work from established bench marks and reference points, layout and correctly establish all lines, levels, grades and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.

§ 3.3.5 Prohibitions: There shall be no use of tobacco products, alcohol or illegal drugs at the construction site. No weapons are permitted at the construction site. Contractor and its agents shall refrain from the use of profanity or dressing in any way that is disrespectful or harassing to legally protected groups, including but not limited to race, color, sex, age, disability, religion, national orientation or sexual orientation.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or

permanent and whether or not incorporated or to be incorporated in the Work.

.1 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

.2 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of all workers to areas permitted by law, ordinances, permits or the Contract Documents, and shall not disturb the premises more than required for the proper performance of the Work and/or permitted by the Owner.

.3 Contractors and Subcontractors warrant that they have good title to all materials used in performing Work on this Contract.

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

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor:

.1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

.3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and

.4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in **§ 9.5.1**.

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

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

§ 3.4.4 The Owner shall have the right, but not the obligation, to require the Contractor to remove and replace, with a person acceptable to Owner, promptly after notice from Owner, any employee of Contractor or Subcontractor who: (1) has engaged in conduct on Owner's property that is contrary to the requirements of any applicable law, the Contract Documents, or any rule or directive of Owner relating to conduct on Owner's property; or (2) is incapable of fulfilling its responsibilities in connection with the Project.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. **3.6.1** The Owner is an organization which is exempt from New York State and Local Sales and Use Taxes. Materials purchased for use in fulfilling this Contract will be exempt from New York Sales Tax. The Owner will provide the Contractor with a completed Form ST-119.1, Exempt Organization Certification. The Contractor shall present a copy of this Form and a completed Form ST-120.1, Contractor Exempt Purchase Certificate, to each supplier. Should sales tax be assessed, the Owner agrees that the Contract Sum shall be increased by the full amount of such assessment.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

- .1 The Contractor shall promptly deliver copies of such documents to the Owner.
- .2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall

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

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 The Construction Schedule shall be a Critical Path Method (CPM) type of schedule, consisting of: (1) a single critical path delineation and other sequencing, and early and late start, float, and completion dates for each activity; and (2) milestones, interrelationships, and restraints for all activities, including Owner-awarded contracts through the date of Project completion. The Construction Schedule must show all activities necessary for Substantial and Final Completion as defined in Section 9.8, Section 9.10, and elsewhere in the Contract Documents.

§ 3.10.1.2 When the Construction Schedule is complete, the Contractor, after consultation with all Subcontractors and material suppliers, shall confirm in writing to the Architect that the Construction Schedule is reasonable and achievable by the Contractor, subject to any extensions of time as provided for elsewhere in the Contract Documents. The Contractor shall thereafter give prompt specific notice to the Owner and the Architect of any change in the logic of the Construction Schedule or any part thereof, the removal of any restraints, or the reduction of any durations.

§ 3.10.1.3 Periodic meetings will be held at least monthly or at more frequent times, as required by the Work, to assess the state of the completion of the Project and to update the Construction Schedule as necessary. In advance of each such meeting, Contractor shall provide Owner a written status report identifying whether the Work is on schedule in accordance with the Construction Schedule or whether there are anticipated or potential delays to any critical path elements in the construction of the Work (in which event Contractor shall provide notice and an analysis as reasonably requested by Owner)

§ 3.10.1.4 The Construction Schedule shall be revised at least monthly or at more frequent times as required by conditions of the Work, and shall provide for expeditious and practicable execution of the Work consistent with the Contract Time. The Architect and Owner shall be provided copies of the Construction Schedule as periodically updated and in electronic format, as maintained by the Contractor.

§ 3.10.1.5 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by Change Order for Excusable Delay), the Owner shall have the right to direct the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recovery Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

.1 The Contractor shall not be entitled to seek and adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by Contractor as directed in writing by Owner to mitigate or offset Excusable Delay.

.2 The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.5 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.1.6 The Contractor is solely responsible for the timing, sequencing coordination, and supervision of the work in accordance with the approved Construction Schedule. Review or approval of the initial Construction Schedule and subsequent reviews of the Construction Schedule by the Architect and Owner do not operate to imply agreement by the Architect or Owner that the means and methods of planning of the Work utilized by the Contractor are adequate or will accomplish the Work in the time shown on the Construction Schedule. The Contractor shall take all actions necessary to ensure the Work's successful planning and execution within the stipulated Contract Time. Additionally, review or approval of the Construction Schedule by the Owner or its consultants shall not make the Owner or its consultants responsible for Contractor's scheduling obligations or the accuracy of the Construction Schedule prepared by the Contractor.

§ 3.10.1.7 The Contractor represents to the Owner that the initial Construction Schedule and all subsequent Construction Schedules (including updates and amendments) have been prepared in good faith and are accurate to the best of the Contractor's knowledge.

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

§ 3.10.3 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with the Contractor.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. **3.10.4** The Owner shall have the reasonable right to direct postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees, thereof. The Contractor shall, upon the Owner's reasonable request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required by the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Architect's reviewed Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Contractor shall submit samples requiring color or finish selection in a single, coordinated submittal. The Architect will issue no color or finish schedule until all samples and other data necessary for making complete color selections for the project are received.

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors reviewed by the Architect. The Architect shall have no responsibility to review any Shop Drawings, Product Data, Samples or similar submittals unless and until the Contractor has submitted and received back from the Architect approved reviewed submittal schedule as required under Section 3.10.2. In addition, it is not the Architect's responsibility to ensure that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals is solely the Contractor's responsibility.

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

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

§ 3.12.8 The Work shall be in accordance with approved reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has indicted in writing that there is no exception to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's review thereof.

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, and take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the

§ 3.12.10.2 3.12.10.1 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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

§ 3.13 Use of Site

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

- 1** Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas.
- 2** The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.
- 3** The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with without written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor). Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire safing materials, flanges, or other materials required by Code, the Contract Documents, or manufacturers installation instructions for devices penetrating the work affected shall be applied an installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, or if not specified in the Contract Documents, then within 48 hours of an Owner request, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may seek reimbursement pursuant to the procedures set forth in **§ 9.5.1**.

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including reasonable compensation for Architect's services and expenses.

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

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

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

pursuant to Section 9.10.

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

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

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

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

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

- 1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Architect will return requests for information that do not conform to requirements of the Contract Documents.
- 2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

The listing required by this Section shall be submitted to the Architect no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.3.1 The division of the Specifications into sections is not intended to control the Contractor in dividing the work among subcontractors nor to limit the scope of work performed by any trade under a given section. The Architect will not undertake to settle any differences between the Contractor and its Subcontractors as to the responsibility for completing all Work in the Specifications. It shall be entirely the Contractor's responsibility to properly coordinate and complete all the Work described in the Specifications whether performed by the Contractor or its Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If

the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract. **§ 5.4.4** Nothing in the Contract Documents shall be deemed to create any contractual relationship between any Subcontractor of any tier and the Owner, or between the General Contractor or Subcontractor of any tier and the Architect.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or

partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces:

1. 15% on the first \$25,000 of the change order direct cost of self-performed work,
1. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and
1. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and
1. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor five percent (5%) of the amount due the Subcontractor.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 7.2 Change Orders

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

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

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in the Work. Each Change Order shall include all costs related thereto, including all overhead,

miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

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

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

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

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

.5 Calculation of overhead and profit shall be consistent with Section 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change in accordance with Section 7.1.4.

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

In the event that the Owner, the Contractor or the Architect is delayed or hindered in or prevented from the performance of any act required by the Contract Documents by reason of a labor dispute, fire, failure of power,

unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes of a like nature beyond the Owner's, the Contractor's or the Architect's control, the Contractor (or its Subcontractors) shall not be entitled to any additional compensation.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.15; however, The Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the contractor for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable unless a Delay is caused by acts of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner (an "Owner-Caused Delay"), in which case the Contractor shall also be entitled to an equitable adjustment of the Contract Sum provided that the Contractor provides to the Owner written notice of such Owner-Caused Delay within ten (10) days of the occurrence of the event giving rise to such Owner-Caused Delay or within ten (10) days after the Contractor first recognizes the condition giving rise to such Owner-Caused Delay, whichever is later.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material

separately), (2) total value, (3) percent of the work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

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

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G702, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

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

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

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner; (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay the Contractor ninety-five percent (95%) of the amount due the Contractor.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until their incorporation into the Work.

§ 9.3.3 The Contractor warrants § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief,

be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as “liens” in this Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgment or lien if the reason for the judgment or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.8 any other reasonable grounds for objection or withholding as provided in the agreement or as permitted by law.

§ 9.5.3 When the 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.4 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier for material and/or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

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

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

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner shall have no obligation to pay or reimburse a Contractor for payments to material and equipment suppliers until materials and supplies have been delivered on site or to an offsite storage facility which is bonded and secured.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and shall require that: (1) the Work is operational and usable for the purposes intended; and (2) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued. Substantial completion shall not be withheld due to Owner's failure to occupy or use based on any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control

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

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

- 1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion will not be issued until after the Architect and Owner have determined that: (1) the Work and all systems are operational and otherwise complete and ready for unobstructed, lawful use and occupancy by the Owner; (2) the governmental agency that issued the building permit has issued a certificate of occupancy; (3) all testing (including but not limited to TAB, Envelope, Commissioning, etc.) are

completed and required corrections revealed by these tests are completed; (4) the Project has been accepted by each regulatory body having jurisdiction, and (5) the only items of Work remaining to be completed are of a minor nature such as touch-up, adjustments, testing, corrections, and omissions to be remedied, as may appear on the final list made during inspection by the Architect and Owner.

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Architect, completion documents as enumerated below, or as otherwise required in the Contract Documents.

.1 One (1) hard copy and one electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against the 100% Construction Drawings.

.2 Guarantees and Warranties required by specific Sections of the Specifications.

.3 Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and materials suppliers.

- .4 All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.
- .5 All test reports and certifications required under the mechanical and electrical specifications.
- .6 All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.
- .7 Shop Drawing submittals in accordance with Article 3.
- .8 A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department have Jurisdiction, unless such is not issued for any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control.
- .9 Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project
- .10 One (1) copy of the equipment operational and maintenance manuals.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinance, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, owner's Consultants, the Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's non-compliance.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

and limits .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

of liability, containing .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

the endorsements, .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

and subject to the terms and conditions, .7 Claims for bodily injury or property damage arising out of completed operations; and .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 (or as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described other corresponding Exhibit setting forth the specific insurance requirements) shall be written for not less than limits of liability specified by the Owner or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the

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

final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) The Contractor shall provide written notice within five (5) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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

§ 11.1.6 Insurance Requirements

Refer to AIA Document A101-2017 Exhibit A for Insurance Requirements.

§ 11.1.7 Bond Requirements

Refer to AIA Document A701-2018 Instructions to Bidders for Bond Requirements.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than

those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has

previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 § 13.1 Governing Law

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

§ 13.1.1 In all operations under the Contract, the Contractor agrees that it will comply with provisions of all State and Federal Laws (including OSHA) and all local ordinances which may affect such operations.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by

notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

consent.

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



SECTION 01 10 00
SUMMARY
PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Cath Lab Renovation
- B. Owner's Name: UNC Health Wayne
- C. Architect's Name: CPL Architects & Engineers
- D. The project consists of the renovation of approximately 1,130 square feet of space for the Cath Lab Renovation on the Ground Floor, including a new Cath Procedural Room, Control Room and Systems Component Room.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 50 00 - Contracting Forms and Supplements.

1.03 WORK BY OWNER

- A. Owner will supply scheduled equipment for install by General Contractor included but not limited to:
 - 1. Refer to Equipment Schedule on Sheets A700A, A700A.1 and A700B.

1.04 OWNER OCCUPANCY

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

1.05 MAINTENANCE OF EXISTING OPERATIONS

- A. The Owner is now occupying and conducting his business in the existing adjacent area and will continue to do so during the progress of the work covered by this Contract. The Contractor shall keep the passages to and in the building open and free from obstructions at all times for the use of employees and staff of the Owner and shall provide ample protection for the Owner's equipment and apparatus, as well as the employees, staff and public, against the elements and possible harm or injury from any operations of the Contractor during the entire period of construction.
- B. The existing building interior shall be positively protected from dust and dirt at all times during the construction phases. Noise shall be kept to absolute minimum. All construction operations shall be separated from the existing areas by barriers as described in Section 01 50 00.
- C. During the course of construction, some work may need to be performed during non-normal working hours to accommodate the Owner's operations. The Architect/Engineer, General Contractor, and Owner will confer on an acceptable schedule for the entire project including a schedule required for work during such hours.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by Owner.
- C. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.

2. Limit shutdown of utility services to two hours at a time, arranged at least 72 hours in advance with Owner.
 - a. Prevent accidental disruption of utility services to other facilities.
3. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. It is recognized that this project will tend to disrupt operations around the existing facility; however, certain vital operations and services now in the construction area cannot be terminated or disrupted. Therefore, relocation of these operations and services must be accomplished in a certain planned sequence so as to allow continuous operation of these services. Phasing of this Project will be as directed by the Owner, or as generally indicated on the Contract Documents.
- B. Construct Work in phases as defined on the Drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- B. Section 01 26 57 - Pricing of Construction Change Orders: Percentage allowances for Contractor's Overhead and Profit.
- C. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.

- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. Submit one electronic and three notarized hard-copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 32 16.
 - 3. Contractor's Affidavit and Partial Release of Liens For Progress Payment (Form included in Project Manual).
 - 4. Partial release of liens from major subcontractors and vendors.
 - 5. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. Architect / Engineer may issue a document signed by Owner and Architect instructing Contractor to proceed with a change in the contract, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. Upon discovery of circumstances or conditions leading to the conclusion that a construction change should be made the Architect will issue a "Request For Change" (RFC) form.
- D. Any work done by General Contractor not authorized by the Owner shall be subject to removal at the General Contractor's expense.
- E. Upon determination that a proposed change appears feasible, the Architect will assign a Request For Change (RFC) number and log the information. The Architect will then prepare necessary drawings, specifications or descriptions as required for pricing.
- F. After approval of the documents by the Owner, the Architect will forward the package to the General Contractor for pricing. Per Owner-Contractor Agreement, the General Contractor shall submit a written and itemized proposal for each Request for Change within 15 days of receipt of such request. If the proposal is not received within that time period, the A/E may assign a cost to the request, and the General Contractor may forfeit all rights to provide a cost for the requested work.
- G. The General Contractor will be instructed to submit his price proposal along with all required back-up information to the Architect. The submittal shall include separate breakdowns for general contract and subcontract work.
- H. The breakdowns shall show materials by quantities and unit prices, labor by crafts, hours and hourly rates with tax and insurance mark-ups shown separately. Equipment shall be shown by type, hours and rates. Overhead and profit shall be shown separately.
- I. The General Contractor's proposed change quotations will be expeditiously reviewed by the Architect. Conformance with the Contract and the proposed change documents, as well as material; labor and equipment quantities and costs, and allowed mark-up percentages will be verified. Requests for additional time will also be evaluated. In case of differences, discrepancies, errors, etc., the Architect will immediately take action to obtain necessary revisions or corrections to the quotation. When a price quotation has been considered acceptable, the Architect will forward his recommendation and all back-up information to the Owner. A recommendation either for or against the proposed change will accompany this submittal from the Architect.

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- J. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.
 - K. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
 - L. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - M. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
 - N. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - O. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - P. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control. This may include but not limited to unforeseen Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Owner and Contractor.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.
- B. Substitute Items (Or Equivalent): If in Architect/Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item it will not be considered as an acceptable or equivalent.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:

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- a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - 2) Owner's, Architect's, and Contractor's names.
 - b. Substitution Request Information:
 - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - 2) Indication of whether the substitution is for CAUSE or CONVENIENCE.
 - 3) Issue date.
 - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 5) Description of Substitution.
 - 6) Reason why the specified item cannot be provided.
 - 7) Differences between proposed substitution and specified item.
 - 8) Description of how proposed substitution affects other parts of work.
 - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Sustainable design features.
 - 6) Warranties.
 - 7) Other salient features and requirements.
 - 8) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, tests, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 - d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
- 1. Submit an electronic document, combining the request form with supporting data into a single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 7 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

- b. Other unanticipated project considerations.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Architect will consider requests for substitutions only within 30 days after date of Agreement.
- B. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 7 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

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

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

SECTION 01 26 57
PRICING OF CONSTRUCTION CONTRACT CHANGE ORDERS
PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. The contract language contained in this Document will supplement and take precedence over all other change order pricing contract provisions in the Contract Documents provided by either the Owner, General Contractor and/or Architect/ Engineer. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the General Contractor and/or the Trade Contractors and/or the Subcontractors and/or all other lower tier subcontractors (all referred to as "Contractor" in this Document). In the event of a conflict between the other contract documents used for the project, the change order pricing contract provisions in this Section 01 26 57 shall govern.
- B. General Contractor agrees that it will incorporate the provisions of this Document into all agreements with lower tier Contractors. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), unit price contracts, and/or cost plus contracts with or without a guaranteed maximum. It is further understood that these change order provisions will apply to all methods of change order pricing specifically including lump sum change order proposals, unit price change order proposals, and cost plus change order proposals.
- C. Whenever change order proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the General Contractor in accordance with the pricing provisions found in this Document. The options will be (1) lump sum change order proposals, (2) unit price change order proposal, or (3) cost plus change order proposal as defined in the following provisions.

1.02 LUMP SUM CHANGE ORDER PROPOSALS

- A. The General Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment in a detailed format satisfactory to Owner. The Owner will require itemized change orders on all change order proposals from the General Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

1.03 LABOR

- A. Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the Contractor for those workers or crews of workers who the Contractor reasonably anticipates will perform the change order work. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the Markup Percentages as outlined in paragraphs 1.06 and 1.07 of this Document. Note: No separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the Markup Percentages as outlined in paragraphs 1.07 and 1.08 of this Document.

1.04 LABOR BURDEN

- A. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for workers' compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. (An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.) In no case shall be allowable labor burden for any Change Order work exceed forty percent (40%).

1.05 MATERIAL

- A. Estimated material change order costs shall reflect the General Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to Owner if the General Contractor is provided Owner funds in time for General Contractor to take advantage of any such "cash" discounts. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

1.06 EQUIPMENT

- A. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$500). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment the aggregate equipment rent changes for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the price of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

1.07 MAXIMUM MARKUP PERCENTAGE ALLOWABLE ON SELF-PERFORMED WORK

- A. With respect to pricing change orders,
1. The maximum Markup Percentage Fee to be paid to any Contractor (regardless of tier) on self-performed work shall be a single markup percentage not- to-exceed (the following sliding scale of percentages) of the net direct cost of
 - a. direct labor and allowable labor burden costs applicable to the change order or extra work;
 - b. the net cost of material and installed equipment incorporated into the change or extra work;
 - c. net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The following sliding scale will apply for the pricing of self-performed work portion of each change order proposal request:
 - 1) 15% on change order direct costs of self-performed work up to \$25,000

- 2) 10% on change order direct costs of self-performed work between \$25,000 and \$50,000 and,
 - 3) 7.5% on the change order direct costs of self-performed work between \$50,000 and \$200,000 and,
 - 4) 5% on change order direct costs of self-performed work greater than \$200,000.
- B. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing and supervising the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

1.08 MAXIMUM MARKUP PERCENTAGES ALLOWABLE ON WORK PERFORMED BY LOWER TIER CONTRACTORS

- A. With respect to pricing the portion of change order proposals involving work performed by lower tier contractors, the maximum Markup Percentage Fee allowable to the Contractor supervising the lower tier contractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal.
- B. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing and supervising the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

1.09 NO MARKUP ON SALES AND USE TAX

- A. Sales and use tax (if applicable) shall not be subject to any Markup Percentage Fee. Any sales or use tax properly payable by the Contractors shall be added after computing the change order amount before tax.

1.10 DIRECT AND INDIRECT COSTS COVERED BY MARKUP PERCENTAGES

- A. As a further clarification, the agreed upon Markup Percentage Fee is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the Markup Percentage Fee include, but are not limited to home expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordinating; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; shop drawings; permits; auto insurance and umbrella insurance; pick-up truck costs; and warranty expense costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$500.

1.11 DIRECT CHANGE ORDERS AND NET DEDUCT CHANGES

- A. The application of the markup percentages referenced in the preceding paragraphs 1.07 and 1.08 will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined in paragraphs 1.07 and 1.08 so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

1.12 CONTINGENCY

- A. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to perform the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

1.13 CHANGE ORDER PROPOSAL TIME AND CHANGE DIRECTIVES

- A. The General Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the General Contractor to proceed with the changes without waiting for the General Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable General Contractor proposal, the Owner may direct the General Contractor to proceed with the changed work on a cost-plus basis with an agreed upon "not-to-exceed" price for the work to be performed. Such directions to the General Contractor by the Owner shall be confirmed in writing by a "Notice to Proceed on Changes" letter within seven (7) calendar days. The cost or credit, and of time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

1.14 LIABILITY INSURANCE AND BONDS

- A. In the event the General Contractor has been required to furnish comprehensive general liability insurance and/or performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the General Contractor's net increase or decrease in comprehensive general liability insurance costs and/or bond premium costs associated with change orders to General Contractor's base price. Contract adjustments related to any such increased or decreased costs related to insurance and/or bond coverage will not be subject to any General Contractor markup for overhead and profit.

1.15 COST PLUS FEE AGREEMENTS

- A. In those contract situations where the General Contractor (General Contractor, Prime Contractor, Trade Contractor, Subcontractor or Sub-subcontractor) has entered into a cost plus fee with a guaranteed maximum contract arrangement where the basis of compensation is reimbursement for defined "Cost of the Work" plus either a stated percentage fee or fixed fee subject to an agreed upon contract guaranteed maximum price, the General Contractor's total percentage fee or fixed fee to be paid under the terms of cost plus contract agreement shall be adjusted either upward or downward by the same percentage stated in the applicable portion of the cost plus fee agreement. The percentage markups to be applied for the pricing of change orders which will increase or decrease the contract guaranteed maximum price will be percentages outlined in paragraphs 1.07 and 1.08 of this Contract. However, those percentage markups which are intended to cover field overhead and certain other direct costs attributable to the change order work will not apply to adjustments in the total adjusted fee payable to the General Contractor under the cost plus fee portion of the contract agreement.
- B. For example, if the contract utilizes a Fixed Fee, the base contract Fixed Fee will be adjusted by 1/3 of the net percentage markups included in all approved change orders. The remaining 2/3 of the net markups on approved change orders will be considered an adjustment to the General Contractor's general conditions budget.

1.16 UNIT PRICE CHANGE ORDER PROPOSALS

- A. As an alternative to Lump Sum Change Order Proposals, the Owner or the General Contractor acting with the approval of the Owner may choose the option to use Contract Unit Prices. Agreed upon Contract Unit Prices shall be the same for added quantities and deductive quantities. Unit Prices are not required to be used for pricing change orders where other methods of pricing change order work are more equitable.
- B. The General Contractor will submit, within seven (7) days after receipt of the Owner's written request for a Unit Price Proposal, a written Unit Price proposal itemizing the quantities of each item of work for which there is an applicable Contract Unit Price. The quantities must be itemized in relation to each specific contract drawing.

- C. Contract Unit Prices will be applied to net differences of quantities of the same item. Such Contract Unit Prices will be considered to cover all direct and indirect costs of furnishing and installing the item including the subcontractor's Markup Percentage Fee.

1.17 COST PLUS CHANGE ORDER PROPOSALS

- A. As an alternative to either Lump Sum Change Order Proposals or Unit Price Change Order Proposals, the Owner may elect to have any extra work performed on a cost plus markup percentage fee basis. Upon written notice to proceed, the Contractor shall perform such authorized extra work at actual cost for direct labor (working foremen, journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendent of any nature whatsoever, including general foremen, or the cost of rental of small tools, minor equipment, or plant) plus the approved Markup Percentage Fee. The intent of this clause is to define allowable cost plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Proposals as outlined in subparagraphs 1.01 through 1.15 above. Owner and General Contractor may agree in advance in writing on a maximum price for this work and Owner shall not be liable for any charge in excess of the maximum. Daily time sheets with names of all Contractors' employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor for time periods during which extra work is performed on a cost plus fee basis. Daily time sheets will break down the paid hours worked by the Contractors' employees showing both base contract work as well as extra work performed by each employee.

1.18 ACCURATE CHANGE ORDER PRICING INFORMATION

- A. General Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Lump Sum Change and/or Cost Plus Change Order Proposals or other contract price adjustments under the contract. General Contractor further agrees to submit change order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the contract with respect to pricing of change orders.

1.19 RIGHT TO VERIFY CHANGE ORDER PRICING INFORMATION

- A. General Contractor agrees that any designated Owner's representative will have the right to examine the General Contractor's records (during the contract period and up to three years after final payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price all change order proposals and/or claims. General Contractor agrees that if the Owner determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate contract price adjustment will be made. Such post-approval contract price adjustments will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

1.20 REQUIREMENTS FOR DETAILED CHANGE ORDER PRICING INFORMATION

- A. General Contractor agrees to provide and require all Subcontractors to provide a breakdown of allowable labor and labor burden cost information as outlined in this Document. This information will be used to evaluate the potential cost of labor and labor burden related to change order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or change order pricing labor rates. However, at the time change orders are priced, the submitted cost data for labor rates may be used to price change order work. The accuracy of any such agreed upon labor cost components used to price change orders will be subject to later audit. Approved change order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED
END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Information (RFI) procedures.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information 2004.

1.04 PROJECT COORDINATOR

- A. Project Coordinator: General Contractor.
- B. The General Contractor shall appoint a single representative (i.e. Project Manager) to be the single contact person with the Owner and/or Architect. The Project Manager shall have experience on at least two projects of similar scope, size and complexity.
- C. The General Contractor shall be responsible for supervising and expediting the project work with a full-time on-site job superintendent. Said individual shall be on-site at all times when work is in progress. Said individual shall be a full-time employee of the Project Manager not a subcontract consultant, consultant nor contract employee.
- D. In addition to the Project superintendent, the General Contractor shall give his superintendent enough support staff that his ongoing presence can be maintained on site so that errands to secure materials etc. will be carried out by others and deliveries to site will be received by others.
- E. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- F. During construction, coordinate use of site and facilities through the Project Coordinator.
- G. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- H. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- I. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- J. Make the following types of submittals to Architect through the Project Coordinator:

1. Requests for Information.
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. **All documents transmitted for purposes of administration of the contract are to be in electronic format in accordance with the following:**
1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. Contractor and Architect are required to use this service.
 3. It is Contractor's responsibility to submit documents in a PDF format.
 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Procore
 - a. Access to the selected service website is provided by the Contractor.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PROGRESS MEETINGS

- A. The Project Coordinator shall schedule and administer meetings throughout progress of the Work at maximum semi-monthly intervals or as determined by the Architect and Owner.
- B. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner / Owner Representative.
 3. Architect.
 4. Contractor's superintendent.

5. Major subcontractors.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Effect of proposed changes on progress schedule and coordination.
14. Other business relating to work.

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

3.03 CONDUCT

- A. All construction personnel shall act in a professional manner. Abusive and vulgar language is not permitted in construction areas, to and from construction areas, and in the use of hand-held radios. Fraternalization with Owner's personnel is prohibited.]

3.04 PUBLICITY

- A. Without exception, NO publicity or publicity releases (newspapers, radio, television, advertisements, publications, signs, etc.) shall be used or issued without the Owner's prior review and written approval.

3.05 SECURITY

- A. A. Site Security:
1. The employment by the General Contractor of his own security forces, should he deem it necessary, shall be subject to the approval of the Owner.
 2. Personnel, other than those designated by the Owner, are not allowed in constructions areas.

3.06 USE OF CONSTRUCTION CHEMICAL AND MISCELLANEOUS FUME PRODUCING MATERIALS

- A. General Contractor shall take precautions as necessary to prevent migration into exiting occupied facilities of noxious, irritating or hazardous fumes and gases. When sealants, adhesives, compounds, cleaners, lubricants, paints, etc, are to be applied, provide adequate exhaust to exterior of building away from building air intake. Provide fresh air ventilation as required to work safely in confined area. Prior to application of form oil or concrete curing compound, arrange for test application to be made on site. No gasoline powered engines allowed inside buildings.

3.07 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.

- D. Submit updated schedule with each Application for Payment.

3.08 PROJECT REQUIREMENTS

- A. Emergency Phone Numbers: Prior to the start of construction, the General Contractor shall submit a list of key personnel including the project manager, superintendent, and major subcontractors. The list shall include each person's office, home, work area, beeper, or other numbers where the person may be reached in case of an emergency.
- B. Noise Control: General Contractor shall carefully evaluate noise producing construction activities when working adjacent to occupied areas. Alternate methods of construction that reduce noise of construction shall be used when feasible. When no options are available, those operations which require the use of machines which produce excessive noise such as rotary hammers, jack hammers, and engines on construction equipment and which will be in or near (within 200 feet) of critical patient or operating areas shall be coordinated with the Owner prior to execution. Use of machines which will produce structural vibrations shall be coordinated with the Owner to minimize disruptions to critical operations and tests. Work may need to be conducted during nights, weekends, or other than normal working hours to minimize disruptions from noise or vibration producing construction.
- C. Tobacco Products: Tobacco products are prohibited in the building and property including outdoor areas and parking lots unless there are designated smoking areas.
- D. Acceptance and Approval of Management Personnel and Field Supervision Personnel by Owner:
1. Management and Field Supervision personnel acceptable to the Owner, qualified to supervise, organize and coordinate in proper fashion the activities of all contractors on the project shall be provided by the General Contractor. Changes in personnel are subject to the approval of the Owner.
 2. All construction personnel are to wear identification badges. Other identification such as uniforms, hats, or shirts which identify the company by which the person is employed is encouraged in addition to the badge. Sleeveless and tank-top shirts, torn or ripped pants, and shorts are prohibited. Safety footwear and hard hats shall be worn as necessary or required. Persons not conforming to the above dress guidelines are subject to dismissal from the project until proper dress requirements are met. All costs associated from such dismissal will be borne by the Contractor.

3.09 CONSTRUCTION DOCUMENTS

- A. Construction Documents:
1. The Owner will provide reproducible Drawings and Specifications to the General Contractor free of charge for construction purposes.

3.10 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit an RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 2. Prepare in a format and with content acceptable to Owner.

- a. Use AIA G716 - Request for Information.
3. Prepare using software provided by the Electronic Document Submittal Service.
4. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

3.11 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Samples will be reviewed for aesthetic, color, or finish selection.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.12 SUBMITTALS FOR INFORMATION

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

3.13 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.14 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.15 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a separate transmittal for each item.

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2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form.
 - a. Use Contractor's form containing the same information as AIA G810, subject to prior approval by Architect.
 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in Procore format to Electronic Document Submittal Service website.
 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and Architect review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 14. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- E. Submit the following for review using the forms provided.
1. Schedule of Required Submittals.
 2. Proposed Products List.

3. Subcontractor and Material Suppliers List.

3.16 SPECIAL MEETINGS AND INSPECTIONS

- A. Compile a list of all special inspections and meetings required for the project as noted in the documents and as required by State and local authorities.
- B. The General Contractor shall coordinate the securing of all final certificates of inspection, the Certificates of Occupancy, and other inspections that may be required by authorities having jurisdiction over the Work. He shall deliver same to the Architect upon completion of the Work.

3.17 REQUESTS FOR INFORMATION (RFI)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with the General Contractor. RFIs submitted by entities other than General Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in work of subcontractors.
 - 3. All RFI's shall be submitted to the Architect electronically via email. The General Contractor and the Architect shall keep individual RFI logs to be reconciled on a regular basis. The Architect's log shall be recognized as the official Project log.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of General Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - a. RFI's answered by the GC without input from the Architect or Owner shall not be included in the Project RFI logs.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Suggested solution(s). If solution(s) impact the Contract Time or the Contract Sum, GC shall state impact in the RFI.
 - 10. Signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by subcontractor shall include dimensions, thickness, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format or Bluebeam format.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. The Architect will respond to RFI's in an average of seven (7) working days. It is acknowledged and understood that some RFI's will require longer response time than others. RFIs received after 4:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.

- e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - g. RFI's requesting confirmation of written direction by other means from the Owner or Architect.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for General Contractor to submit Change Proposal.
 - a. If General Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if General Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of General Contractor.
 - 3. Name and address of Architect.
 - 4. RFI description.
 - 5. Date the RFI was submitted.
 - 6. Date Architect's response was received.
 - 7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, with bar chart and reports.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule for review by Architect and Owner.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review and comments by Owner and Architect, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

1.03 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.

3.03 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.

3.04 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 21 00 - Allowances: Allowance for payment of testing services.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- G. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of **five** similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.06 REPORTS AND DOCUMENTS

- A. Test/Inspection Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ services of an independent testing agency to perform specified testing and inspection unless otherwise noted.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

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

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards, maintain test log of results as follows:
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. General Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.

- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 45 16
FIELD QUALITY CONTROL PROCEDURES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance for Seismic Resistance.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Within 30 days after date of Agreement, each Contractor responsible for the construction of a seismic-force-resisting system shall submit a Quality Assurance Plan for Seismic Requirements for review by State and local Authorities, Architect and Owner. The plan shall be specific for the equipment and systems to be installed by that Contractor.
- C. Within 30 days after date of Agreement, each Contractor responsible for the construction of a seismic-force-resisting system shall submit a written Statement of Responsibility for Seismic-Force-Resisting Systems.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 QUALITY ASSURANCE PLAN FOR SEISMIC REQUIREMENTS

- A. The quality assurance plan shall be prepared in accordance with the requirements of Section 1705 of the 2018 North Carolina State Building Code.
- B. The plan is to be prepared by and sealed by the registered design professional responsible for the design of, and the selection of components for the seismic-force-resisting system.
- C. The plan shall include the items listed in section 1705.2, "Quality assurance plan preparation" of the 2018 North Carolina State Building Code.
- D. The plan shall include a list and description of special inspections as required by section 1707, "Special Inspections for Seismic Resistance".

3.02 STATEMENT OF RESPONSIBILITY FOR SEISMIC-FORCE-RESISTING SYSTEMS

- A. The Statement of Responsibility for Seismic-Force-Resisting Systems shall be prepared per the requirements of section 1705.3, "Contractor responsibility", of the 2018 North Carolina State Building Code.

END OF SECTION

SECTION 01 45 33
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 007970 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 013300 - Submittals: Submittal procedures.
- D. Section 014210 - References, Standards, and Definitions.

1.03 ABBREVIATIONS AND ACRONYMS

- A. AHJ: Authority having jurisdiction.
- B. IAS: International Accreditation Service, Inc.
- C. NIST: National Institute of Standards and Technology.

1.04 DEFINITIONS

- A. Code or Building Code: ICC (IBC)-2015, Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.05 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings; 2016.
- B. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- C. ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 2019 (Reapproved 2023).

- D. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020.
- E. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.
- F. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291; 2025.
- G. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. ICC (IBC)-2015 - International Building Code; 2015.

1.06 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
 - 4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Testing Agency is acceptable to AHJ.
 - 4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
- D. Manufacturer's Qualification Statement: Manufacturer is required to submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- E. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.
- F. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with Contract Documents.
 - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

- G. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.
 - j. Compliance with Contract Documents.
- H. Fabricator's Field Reports: Submit reports to Architect and AHJ.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in Contract Documents.

1.07 SPECIAL INSPECTION AGENCY

- A. Owner or will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC)-2015.
- B. High-Strength Bolt, Nut and Washer Material:
 - 1. Verify identification markings comply with ASTM standards specified in the approved contract and to AISC 360, Section A3.3; periodic.
 - 2. Submit manufacturer's certificates of compliance; periodic.

- C. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Table N5 6.1, 6.2, 6.3.
 - 1. Snug tight joints; periodic.
 - 2. Pretensioned and slip-critical joints with matchmarking, twist-off bolt or direct tension indicator method of installation; periodic.
- D. Weld Filler Material:
 - 1. Verify identification markings comply with AWS standards specified in the approved Contract Documents and to AISC 360, Section A3.5; periodic.
 - 2. Submit manufacturer's certificates of compliance; periodic.
- E. Welding:
 - 1. Structural Steel:
 - a. Single Pass Fillet Welds Less than 5/16 inch Wide: Verify compliance with AWS D1.1/D1.1M; periodic.

3.03 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 - 1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 - 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 - 1. Test samples submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.

5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Attend preconstruction meetings and progress meetings.
 8. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.05 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Retain special inspection records.

3.06 STATEMENT OF SPECIAL INSPECTIONS

- A. Refer to attached, "Schedule of Special Inspections", at the end of this section.

3.07 SPECIAL INSPECTION REPORTS

- A. Report Requirement: Special Inspectors shall keep records of inspections. The special inspector shall furnish inspection reports to the code enforcement official, and to the registered design professional in responsible charge.
1. Reports shall indicate that work inspected was done in conformance to approved construction documents.
 2. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the code enforcement official and to the registered design professional in responsible charge prior to the completion of that phase of the work.

- B. Periodic Report: On the first day of each month, the special inspector shall furnish to the Architect five copies of the combined progress reports of the special inspector's observations. These progress reports shall list all special inspections of construction or reviews of testing performed during that month, note all uncorrected deficiencies, and describe the corrections made both to these deficiencies and to previously reported deficiencies.
 - 1. Each monthly report shall be signed by all special inspectors who performed special inspections of construction or reviewed testing during that month, regardless of whether they reported any deficiencies.
 - 2. Each monthly report shall be signed by the Contractor.
- C. Final Report: At completion of construction, each special inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected.
 - 1. The Special Inspector shall submit a combined final report containing the signed final reports.
 - 2. The Contractors shall sign the combined final report attesting that all final reports of special inspectors that performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.
 - 3. Refer to attached form, "Special Inspections Report", attached at the end of this section.

STATEMENT OF SPECIAL INSPECTIONS

Name of Project:	
Address or Legal Description:	
Owner's Name:	
AUTHORITY HAVING JURISDICTION:	
Signed:	
I _____, as the structural engineer of record, certify that I have prepared the following special inspections program as required by the 2018 North Carolina State Building Code for the construction project located at the site listed above.	
Printed Name:	
	Seal
	Signature:
	Date:
List of work requiring special inspections: See following schedule.	

SPECIAL INSPECTIONS REPORT

Report Type: ☐ Continuous ☐ Periodic ☐ Final

Work/Material Inspected:

Project Name:

Address or Legal Description:

Owner's Name:

Phone:

email:

Approved Inspection Agency:

Address:

Phone:

email:

Authority Having Jurisdiction:

Address:

Phone:

email:

Registered Design Professional of Record:

Address:

Phone:

email:

Statement of Conformance:

Discrepancies:

☐ None

Contractor review:

Contractor signature:

Contractor correction:

Outstanding Discrepancies:

☐ None

Authority Having Jurisdiction review:

Registered Design Professional review:

SCHEDULE OF SPECIAL INSPECTION SERVICES				
PROJECT				
MATERIAL / ACTIVITY	SERVICE	REFERENCED STANDARD	APPLICABLE	
			Y/N	FREQUENCY
1705.2 STEEL CONSTRUCTION				
1. Fabricator and erector documents	Submittal review	AISC 360, Section N3.2	Y	Each submittal
2. Material verification of structural steel	Shop ⁽³⁾ and field inspection		Y	Periodic
3. Structural steel welding:				
A. Inspection tasks prior to welding:				
Observe, or perform for each welded joint or member in accordance with QA tasks	Shop ⁽³⁾ and field inspection	AISC 360, Table N5.4-1	Y	Observe or Perform as noted ⁽⁴⁾
B. Inspection tasks during welding:				
Observe, or perform for each welded joint or member in accordance with QA tasks	Shop ⁽³⁾ and field inspection	AISC 360, Table N5.4-2	Y	Observe ⁽⁴⁾
C. Inspection tasks after welding:				
Observe, or perform for each welded joint or member in accordance with QA tasks	Shop ⁽³⁾ and field inspection	AISC 360, Table N5.4-3	Y	Observe or Perform as noted ⁽⁴⁾
D. Nondestructive testing (NDT) of welded joints:				
a) Complete penetration groove welds 5/16" or greater in risk category III or IV	Shop ⁽³⁾ or field ultrasonic testing - 100%		N	Periodic
b) Complete penetration groove welds 5/16" or greater in risk category II	Shop ⁽³⁾ or field ultrasonic testing - 10% of welds minimum		N	Periodic
c) Welded joints subject to fatigue when required	Shop ⁽³⁾ or field radiographic or Ultrasonic testing	AISC 360, Appendix 3, Table A3.1	N	Periodic
d) Fabricator's NDT reports when fabricator performs NDT	Verify reports		Y	Periodic
4. Structural steel bolting:	Shop ⁽³⁾ and field inspection			
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks		AISC 360, Table N5.6-1	Y	Observe or Perform as noted ⁽⁴⁾
b. Inspection tasks During Bolting in accordance with QA tasks		AISC 360, Table N5.6-2	Y	Observe ⁽⁴⁾

1) Pre-tensioned and slip-critical joints:				
a) Turn-of-nut with matching markings			N	Periodic
b) Direct tension indicator			N	Periodic
c) Twist-off type tension control bolt			N	Periodic
d) Turn-of-nut without matching markings			N	Continuous
e) Calibrated wrench			N	Continuous
2) Snug-tight joints			Y	Periodic
Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks)		AISC 360, Table N5.6-3	Y	Perform ⁽⁴⁾
5. Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing	Shop ⁽³⁾ or field inspection		N	Periodic
6. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection		N	Periodic
7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection		N	Periodic

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 01 55 00 - Vehicular Access and Parking.

1.03 REFERENCE STANDARDS

- A. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).

1.04 TEMPORARY UTILITIES

- A. See Section 01 51 00

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. STC rating of 35 in accordance with ASTM E90.
 - 2. All partitions to have a 1-hour fire rating.
 - 3. Maximum flame spread rating of 75 in accordance with ASTM E84
- C. Paint surfaces exposed to view from Owner-occupied areas.

1.06 SECURITY

- A. Coordinate with Owner's security program.

1.07 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 55 00

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 FIELD OFFICES

- A. Office: Owner will provide area for Contractor's office space within the existing facility. Contractor shall equip office with sturdy furniture, drawing rack, and drawing display table.
- B. Designated space shall be for Project meetings, with table and chairs to accommodate 10 persons.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 51 00
TEMPORARY UTILITIES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls:
 - 1. Temporary sanitary facilities required by law.

1.03 TEMPORARY ELECTRICITY

- A. Cost: By Owner.
- B. Provide temporary electric feeder from existing building electrical service at location as directed.
- C. Power Service Characteristics: 110-220 volt, 200 ampere, three phase, four wire.
- D. Complement existing power service capacity and characteristics as required.
- E. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- F. Provide main service disconnect and over-current protection at convenient location .
- G. Permanent convenience receptacles may be utilized during construction.
- H. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 1 watt/sq ft. or in accordance with OSHA requirements.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Relocate lighting as required and as deemed necessary for progress of construction to maintain lighting levels specified.

1.05 TEMPORARY HEATING/VENTILATION

- A. Provide temporary heat and ventilation to protect each area and its contents, to dry out the area, and to provide suitable working conditions for the installation and curing of materials at temperatures in the range of not less than 55 degrees F. nor more than 75 degrees F. and in conformance with requirements of the various sections of the technical specifications. From at least ten days preceding the start of the installation of millwork, doors, ceiling tile, wall fabric, and other finish items sensitive to temperature and humidity (whichever is started first) interior temperatures shall be maintained at 70 degrees F. and relative humidity shall approximate the conditions of the finish project.
- B. The temporary heating system shall be of adequate capacity to properly heat the area, and shall be vented as required so as not to produce fumes or vapors damaging to the building, its contents, or personnel. Temporary ventilation equipment shall be adequate to produce the necessary air movement to dry out and ventilate the area during those times when temporary heating or air conditioning is not required.

- C. Provide air conditioning as necessary to maintain 70 deg. F. and humidity conditions approximating those specified for the completed project during the final stages of the work in each area commencing with the time period beginning 10 days preceding the start of installation of millwork, doors, ceiling tile, wall fabric, and other finish items sensitive to temperature and humidity (whichever is started first). The permanent air conditioning system may be used for ventilation. Approval by the Architect/Engineer and Contractor is required prior to use.
- D. Provide the necessary materials, equipment, labor, and operating personnel required to operate the temporary heating, ventilating, and air conditioning system (or permanent system when such is complete and ready for use) throughout the required interval of construction when temporary heating, ventilation, or air conditioning is required.
- E. When the permanent system is used for temporary heating, ventilating, and air conditioning provide proper operation and maintenance of the heating, ventilating, and air conditioning plant until Substantial Completion. Such items shall consist of but not be limited to maintenance of temporary filters in all equipment to prevent accumulation of dust and dirt in coils, housings, etc.; temporary protection of ductwork from dust, dirt, etc., through the use of cloth covers over duct openings or similar means; and prior to final inspection, replacement of temporary filters with new filters as specified. Provide a thorough cleaning of coils and other equipment of dust and dirt, putting the entire system into first class condition, including cleaning traps and devices and adjustment and renewal of any and all materials and/or equipment not functioning correctly.
- F. All guarantees including manufacturer's warranties for the permanent system shall commence on the Date of Final Acceptance.
- G. Provide without delay all electrical service required for the temporary heating and ventilating system (or permanent system when its use is desired).
- H. Cost of Energy: By Owner.

1.06 TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.07 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 52 13
FIELD OFFICES AND SHEDS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary field offices for use of Contractor.
- B. Maintenance and removal.

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

- A. Materials, Equipment, Furnishings: Serviceable, new or used, adequate for required purpose.

2.02 CONSTRUCTION

- A. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. Fire Extinguishers: Appropriate type fire extinguisher at each office.

2.03 ENVIRONMENTAL CONTROL

- A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

2.04 OFFICE AND FACILITIES

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Telephone: As specified in Section 01 50 00.
- C. Furnishings in Meeting Area: Conference table and chairs to seat at least 12 persons; racks and files for Contract Documents, submittals, and project record documents.
- D. Other Furnishings: Contractor's option.
- E. Equipment: Six adjustable band protective helmets for visitors, one 10 inch outdoor weather thermometer .

2.05 OWNER AND ARCHITECT/ENGINEER OFFICE

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.

3.02 MAINTENANCE AND CLEANING

- A. Maintain approach walks free of mud, water, and snow.

3.03 REMOVAL

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

END OF SECTION

SECTION 01 55 00
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Construction parking controls.
- D. Removal, repair.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PARKING

- A. Use of Owner designated areas of existing parking facilities by construction personnel is permitted.
- B. Arrange for temporary parking areas to accommodate use of construction personnel as designated by Owner.

3.02 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Repair damage caused by installation.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 10 00 Summary for identification of Owner-supplied materials.
- B. Owner Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

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

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 51 00 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- F. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- G. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

1.04 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practical; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. Maintain equipment manufacturer's recommended service clearances.
- F. Maintain 7 feet minimum overhead clearance in equipment rooms. Ducts, pipes, conduit and other systems in equipment rooms and areas without ceilings shall be installed exposed and as high as practical.
- G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- H. Coordinate completion and clean-up of work of separate sections.
- I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for intemptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 10 00 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect prior to construction.
- I. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- J. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- K. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- L. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
 - 3. Clean existing systems and equipment.
- M. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- N. Do not begin new construction in alterations areas before demolition is complete.
- O. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all cutting, patching, and finishing of walls, floors, etc., to allow installation of equipment, piping, ductwork, conduit, wiring, fixtures, etc. by the Mechanical, Plumbing, and Electrical Trades. It is the responsibility of each trade to provide the necessary information to the Contractor to ensure that hourly ratings of walls, floors, and other penetrations are protected in accordance with approved testing laboratory/manufacturer's instructions. Any openings 6 inch square or less shall be cut by the trade requiring same and holes 5 inch diameter, or less, through concrete shall be core drilled by the trade requiring the hole. Prior to undertaking cutting or drilling operations, the Contractor shall be consulted to verify that no structural or other damage will be caused by the drilling process. No structural member shall be cut without prior written approval from the Architect.
- B. Each trade shall be responsible for coordinating the locations and size of holes that need to be cut by the Contractor in a timely manner so as to cause no delay in the project progress. Each trade shall be responsible for advising the Contractor of chase spaces and holes required as the building progresses, including verification of the sizes of all openings shown on the Contract Drawings and to accept equipment, ducts, dampers, etc., being installed under this contract.
- C. The Mechanical, Electrical, and Plumbing trades shall supply and set sleeves for piping and inserts for hangers as the building construction progresses and as required for their work.

- D. All patching work shall be coordinated by the Contractor and shall be subject to approval by the Architect before patching can begin. All patching of the exposed finishes shall be done by the appropriate finish Subcontractor. Patches in finish surfaces shall match the adjacent surfaces in material, finish, and quality. The Contractor shall finish tight against all ductwork, piping, conduit, etc. to make it smoke tight. Any U. L. rated fire seal material and flanges as required by code and the contract documents shall be applied by a technician qualified to install rated penetration systems.
- E. The Contractor shall remove ceilings and re-install as required for access and installation of work of other trades except for mechanical and/or electrical items attached to ceiling. The mechanical and/or electrical contractor respectively shall remove, and where required, re-install all mechanical and/or electrical items which are located in the ceiling.
- F. All cutting and patching of elements outside the building wall line shall be done by the trade requiring same.

3.06 CLEANING DURING CONSTRUCTION

- A. Construction renovation areas and additions shall be separated from occupied areas by 1 Hour rated fire barriers. Areas within construction projects that are constructed to contain the spread of airborne dust are to be constructed of flame retardant plastic with labels printed on the plastic equal to [N]CASE (www.ncaseonline.com).
- B. The Contractor shall adhere to all infection control measures as identified in Section 01 35 33. Maintain the building area free of debris, scattered materials, and equipment. Provide walk-off mats on both sides of all doors to construction areas and vacuum, HEPA vacuum, or mop floors outside as needed to keep the area dust free. When designated or instructed by the Architect, provide exhaust fans directed to the outdoors in order to place construction areas under negative air pressure.
- C. Remove all construction equipment, scaffolding, barricades, tools, surplus materials, etc. no longer required. Remove all debris from building and in general do all sweeping, brushing, cleaning, polishing, dusting, etc., required to present project in completely finished state. Refer to various sections of specifications for specific cleanup requirements.
- D. Provide refuse containers located so as to be easily accessible to all workmen at the site. These containers shall be for the deposit of garbage, refuse from meals, and other trash which might attract vermin. Containers shall have properly fitting lids which shall be maintained normally closed. Containers shall be emptied regularly, and their contents removed from the site in covered buggies. Unless otherwise directed, the Contractor shall provide dumpsters in locations approved by the Owner. No open accumulation of refuse will be permitted. Interior construction areas shall be "broom cleaned" at the end of each working day.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect, Engineer and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 79 00 - Demonstration and Training.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 01 40 00 and 23 05 93.

3.12 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and other applicable areas requiring debris removal to facilitate proper operations.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Owner will occupy portions of the building as specified in Section 01 10 00.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner

3.15 SUBSTANTIAL COMPLETION

- A. General:
 - 1. The Work or designated portion thereof will not be considered Substantially Complete and no Certificate of Substantial Completion will be issued until all of the following are completed:
 - a. All systems are operational as designed.

- b. All designated or required governmental inspections or certifications have been made and posted.
 - c. The Record Document Manual as defined in this Section has been received and reviewed by Owner and Architect including receipt of CO or temporary CO.
 - d. All final finishes are in place.
 2. As a further condition of Substantial Completion, the Contractor(s) shall certify that all remaining work will be completed within 30 consecutive calendar days following the Date of Substantial Completion, and the failure to do so shall automatically reinstate the provisions for damages due the Owner as contained elsewhere in the Agreement or as provided by law for such period of time as may be required by the Contractor to fully complete the work whether the Owner has occupied the work or not.
 3. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and recommendation by the Architect, the Owner shall makepayment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.
- B. Forms:
 1. All forms to be used shall be American Institute of Architect (AIA) forms when these forms exist.
- C. Preliminary Procedures:
 1. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 2. Deliver tools, spare parts, extra stock, and similar items.
 3. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 4. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 5. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
 6. Submit only one (1) Record Document Manual per this Section (Architect shall provide Owner with a CD of the scanned Record Document Manual).
- D. Inspection Procedures:
 1. On receipt of a request for inspection for Substantial Completion, the Architect will review with Owner all documentation and other requirements prior inspecting for Substantial Completion. If all requirements have been fulfilled, the Architect will inspect the work, prepare a list of non-conforming work (punch list), and prepare a draft of the Certificate of Substantial Completion. The draft Certificate of Substantial Completion will be reviewed by Owner, Contractor and Architect for completeness including provisions for maintenance, security, utilities, insurance, and operations. The Architect will incorporate any needed revisions and issue the Certificate of Substantial Completion within two (2) working days following inspection. If all requirements have not been met, Architect will advise the Contractor(s) of unfilled requirements or construction that must be completed or corrected before the Certificate will be issued.
 2. The Architect will repeat inspection when requested in writing by the Contractor and assured that the Work has been substantially completed and all items that were incomplete have been corrected.
 3. Results of the completed inspection will form the basis of requirements for final acceptance.

4. Until the date of Substantial Completion has been established as identified in the Certificate of Substantial Completion, Contractor shall be responsible for operation, maintenance, and security of the Work regardless of whether Owner has occupied the Work. Contractor shall also be responsible for insurance and utilities as applicable in provisions elsewhere in the Contract Documents. All warranties period shall start no sooner than the date of Substantial Completion regardless of whether the Owner has occupied the work.
- E. Reinspection Procedure
 1. In the event that more than the two inspections by the Architect, described above are made necessary by the failure of the Contractor(s) to complete the work or to complete or correct items identified on the list of such items, a Change Order will be established for reinspection. The Contractor(s) shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.
 2. Upon completion of reinspection, the Architect will prepare a Certificate of Substantial Completion, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Substantial Completion.
 3. If necessary, a Change Order will be established for reinspection will be repeated at the Contractor's expense and the amount deducted from his Application For Payment.

3.16 FINAL INSPECTION

- A. At the completion of the Project prior to receiving final payment, the Contractor shall furnish the Owner, through the Architect, properly signed and notarized waivers of lien from all subcontractors employed and material suppliers furnishing materials for the Project. Such waivers shall be submitted before final payment will be certified by the Architect to the Owner (AIA G706A).
- B. Preliminary Procedures:
 1. Before requesting final inspection for final payment, submit and complete the following (list exceptions in the request):
 - a. Submit a copy of the Architect's list of non-conforming work (punch list) attached to the Certificate of Substantial Completion, stating that each item has been completed or otherwise resolved for acceptance.
 - b. Submit final Application for Payment.
 - c. Submit Consent Of Surety To Final Payment (AIA G707).
 - d. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - e. Certificate of Occupancy if required.
 - f. Submit completed Closing Documents Worksheet.
 - g. Any other items as required by the Architect and/or Owner.
- C. Inspection Procedures:
 1. On receipt of a request for final inspection, the Architect will review with Owner all documentation and other requirements prior to final inspection. If all requirements have been fulfilled, the Architect will inspect the work. If the Architect finds the items on the punch list have been corrected, the Architect will issue the final Certificate for payment within two (2) working days following inspection. If all requirements have not been met, Architect will advise the Contractor(s) of unfilled requirements or construction that must be completed or corrected before the Final Certificate for Payment will be issued.
 2. The Architect will repeat inspection when requested in writing by the Contractor and assured that the Work has been completed and all items that were incomplete have been corrected.

3. In the event that more than the two inspections by the Architect, described above are made necessary by the failure of the Contractor(s) to complete the work or to complete or correct items identified on the list of such items, a Change Order will be established for reinspection. The Contractor(s) shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.
4. Upon completion of reinspection, the Architect will issue a Certificate for Payment, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required.
5. If necessary, a Change Order will be established for reinspection will be repeated at the Contractor's expense and the amount deducted from his Application For Payment.

END OF SECTION

SECTION 01 77 00
CLOSE OUT PROCEDURES
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Repair of the Work.

1.02 RELATED DOCUMENTS:

- A. Drawings and General Provisions of the Contract, including the Amended General Conditions and other Division 01 Specification Sections apply to this Section.

1.03 RELATED REQUIREMENTS:

- A. Section 01 78 00 - Closeout Submittals

1.04 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal fourteen (14) days prior to Substantial Completion.
- B. Certified List of Incomplete Items: "punch list" submittal seven (7) days prior to Substantial Completion.

1.05 CLOSEOUT SUBMITTALS

- A. Certified Survey: To be performed by the Owner

1.06 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.07 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's completion list and punch list), indicating the value of each item on the list and reasons why the Work is incomplete. The Architect will not perform a final punch list inspection until the contractor's punch list is received and reviewed.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of fourteen (14) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Advise Owner of pending insurance changeover requirements.
 - 5. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Prepare a list of items to be completed and corrected (completion list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 3. Complete final sitework requirements
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of seven (7) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will review the remaining items on the completion list and will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. The Architects basic services include (1) initial punch list and (1) follow-up final punch list inspection to ensure all corrective action and or incomplete work has been finished. The Contractor is responsible to the Owner for all costs incurred by the Architect for additional services to provide multiple punch lists for the same work area. The cost for these additional services, may be deducted from the Contractors Contract by deduct Change Order.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.08 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 20 00 "Payment Procedures."
 - 2. List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Assist Owner with performance of a certified survey upon completion of sitework operations.

1.09 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 215-by-280-mm (8-1/2-by-11-inch) paper. Warranties to be included with corresponding section in Owner's Operation Manuals.
 - 2. Provide three (3) additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS (NOT AUDED)

PART 3 EXECUTION

3.01 FINAL SITE PREPARATION

- A. General: Perform final grading. Conduct waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Final site preparation:
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Leave Project clean and ready for the next Phase of Construction by others.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

3.03 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS
PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. 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 instruction 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.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Product substitutions or alternates utilized.
 2. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.
 5. Where new lines cross existing installed lines the location, size and type of line crossed shall be accurately recorded.
 6. Where tie-ins to existing under floor lines are indicated the elevation of the tie-in point and dimensioned location shall be recorded.
 7. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
 8. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown.
 9. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 10. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 11. Provide one copy of marked-up Record Drawings to Owner at Orientation and Training Session. The Record Drawings Index of Drawings shall be part of the Record Document Manual and the Original marked-up Record Drawings shall be a separate attachment to the Manual.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves and equipment capacities (input and output), with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

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

- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
- K. Contractor shall deliver to the Owner at least two (2) days prior to training, one three-ring bound copy of Operations and Maintenance Information for Owner's use during Orientation and Training. One additional copy of Operations and Maintenance Information will be incorporated in the Record Document Manual. Index all data as per the Table of Contents.
- L. Where manufacturer's standard product data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 01 79 00
DEMONSTRATION AND TRAINING
PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.
 - 5. Conveying systems.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Architect for transmittal to Owner.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
 - 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

1.03 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.
 - 11. Review spare parts suppliers and sources and procurement procedures.

- G. Be prepared to answer questions raised by training attendees; if unable to answer during the training session, provide a written response within three days.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.

- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION