



A D D E N D U M

Project No.: 2401519
Project: YWCA of NE IN Hefner Kitchen

Addendum No: 1
Date: 11/08/2024

TO: ALL BIDDERS OF RECORD

ADDENDUM NO. 1, to Drawings and Specifications dated 10/30/2024, for the Hefner Kitchen project for the YWCA of Northeast Indiana; as prepared by ELEVATUS Architecture, 111 E. Wayne Street, Suite 555, Fort Wayne, IN 46802

This ADDENDUM shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes, and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this ADDENDUM.

Each Bidder shall acknowledge receipt of this ADDENDUM on the Bid Form.

PROJECT MANUAL:

ITEM NO. 1.01 - PROJECT MANUAL, SECTION 00 01 10, TABLE OF CONTENTS

- A. Refer to the revised Table of Contents attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.02 - PROJECT MANUAL, SECTION 00 10 00, INVITATION TO BID

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.03 - PROJECT MANUAL, SECTION 00 21 13, INSTRUCTIONS TO BIDDERS

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.04 - PROJECT MANUAL, SECTION 00 43 00, BID PROPOSAL FORM

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.05 - PROJECT MANUAL, AIA A101, 2017 Edition

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.06 - PROJECT MANUAL, SECTION 00 50 00, AIA DOCUMENT A101 ATTACHMENT

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.07 - PROJECT MANUAL, SECTION 00 72 00, GENERAL CONDITIONS

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.08 - PROJECT MANUAL, AIA A201, 2017 Edition

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.09 - PROJECT MANUAL, SECTION 00 73 00, SUPPLEMENTARY CONDITIONS

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.10 - PROJECT MANUAL, SECTION 09 65 19, WALL BASE

- A. Revise this section number on the Table of Contents and refer to the section attached to this Addendum No. 1 dated 11/08/24.

ITEM NO. 1.11 - PROJECT MANUAL, SECTION 11 30 00, RESIDENTIAL EQUIPMENT

- A. Add this section in its entirety to the Project Manual and refer to the section attached to this Addendum No. 1 dated 11/08/24.

DRAWINGS:

ITEM NO. 2.01 - DRAWING NO. – TITLE SHEET

- A. Remove Sheet C2.01 – Site Layout Plan from the Sheet Index.

ITEM NO. 2.02 - DRAWING NO. – TITLE SHEET

- A. Modify Sheet C1.01 to read as C1.01 – Site Layout Plan on the Sheet Index.

ITEM NO. 2.03 - DRAWING NO. C1.01 – SITE LAYOUT PLAN

- A. Drawing sheet added into the project documents.

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Project Name: YWCA NE IN Hefner Kitchen

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Submitted By:

Brad Wanek
Associate | Architect

ELEVATUS
ARCHITECTURE

cc: File: Document
 Owner:
 Contractor:
 Consultant:
 Consultant:

SECTION 00 01 10 - TABLE OF CONTENTS

COVER SHEET
TITLE PAGE
SEAL PAGE

		DATE OF ISSUE	100% CONSTRUCTION DOCUMENTS
PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP			
DIVISION 00	BIDDING AND CONTRACTING REQUIREMENTS		
00 01 10	Table Of Contents	11/08/24	Add. #01
00 10 00	Invitation to Bid	11/08/24	Add. #01
00 21 13	Instructions to Bidders	11/08/24	Add. #01
00 43 00	Bid Proposal Form	11/08/24	Add. #01
-----	AIA A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor	11/08/24	Add. #01
00 50 00	AIA Document A101 Attachment	11/08/24	Add. #01
00 72 00	General Conditions	11/08/24	Add. #01
-----	AIA A201, 2017 Edition, General Conditions of the Contract for Construction	11/08/24	Add. #01
00 73 00	Supplementary Conditions	11/08/24	Add. #01
SPECIFICATIONS GROUP			
DIVISION 01: GENERAL REQUIREMENTS			
01 11 00	Summary of Work	10/30/2024	CD
01 21 00	Allowances	10/30/2024	CD
01 25 00	Substitution Procedures	10/30/2024	CD
01 25 13	Substitution Request Form	10/30/2024	CD
01 31 13	Project Coordination	10/30/2024	CD
01 31 19	Project Meetings	10/30/2024	CD
01 33 00	Submittals	10/30/2024	CD
01 41 19	Project Work Rules	10/30/2024	CD
01 45 00	Quality Control and Testing Laboratory Services	10/30/2024	CD
01 50 00	Temporary Facilities	10/30/2024	CD
01 56 00	Temporary Construction Protection	10/30/2024	CD
01 60 00	Products, Materials, and Equipment	10/30/2024	CD
01 70 00	Project Closeout	10/30/2024	CD
01 71 23	Field Engineering	10/30/2024	CD
01 73 29	Cutting and Patching	10/30/2024	CD
01 74 13	Construction Cleaning	10/30/2024	CD
DIVISION 02	EXISTING CONDITIONS		
02 41 13	Selective Demolition	10/30/2024	CD
DIVISION 03:	CONCRETE		
03 35 57	Polished Concrete Finishing	10/30/2024	CD

DIVISION 04	MASONRY		
04 05 13	Mortar	10/30/2024	CD
04 05 16	Masonry Grout	10/30/2024	CD
04 05 23	Masonry Accessories	10/30/2024	CD
04 22 00	Unit Masonry	10/30/2024	CD
DIVISION 05	(NOT USED)		
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES		
06 10 00	Rough Carpentry	10/30/2024	CD
06 41 10	Millwork	10/30/2024	CD
DIVISION 07	THERMAL AND MOISTURE PROTECTION		
07 21 00	Building Insulation	10/30/2024	CD
07 92 00	Joint Sealants	10/30/2024	CD
DIVISION 08:	OPENINGS		
08 11 13	Hollow Metal Doors and Frames	10/30/2024	CD
08 71 00	Door Hardware	10/30/2024	CD
DIVISION 09	FINISHES		
09 29 00	Gypsum Board	10/30/2024	CD
09 30 13	Tiling	10/30/2024	CD
09 51 13	Acoustical Panel Ceilings	10/30/2024	CD
<u>09 65 19</u>	<u>Wall Base</u>	<u>11/08/24</u>	<u>Add. #01</u>
09 77 10	Fiberglass Reinforced Panels	10/30/2024	CD
09 96 11	High-Performance Coatings	10/30/2024	CD
DIVISION 10:	SPECIALTIES		
10 26 00	Wall and Door Protection	10/30/2024	CD
10 28 13	Toilet Accessories	10/30/2024	CD
DIVISION 11:	EQUIPMENT		
<u>11 30 00</u>	<u>Residential Equipment</u>	<u>11/08/24</u>	<u>Add. #01</u>
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21 05 17	Sleeves And Sleeve Seals For Fire-suppression Piping	10/30/2024	CD
21 05 18	Escutcheons For Fire-suppression Piping	10/30/2024	CD
21 05 23	General-duty Valves For Fire Protection Piping	10/30/2024	CD
21 05 29	Hangers And Supports For Fire Suppression Piping And Equipment	10/30/2024	CD
21 05 53	Identification For Fire-suppression Piping And Equipment	10/30/2024	CD
21 13 13	Wet-Pipe Sprinkler Systems	10/30/2024	CD
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22 05 18	Escutcheons For Plumbing Piping	10/30/2024	CD
22 05 23.12	Ball Valves For Plumbing Piping	10/30/2024	CD
22 05 29	Hangers And Supports For Plumbing Piping And Equipment	10/30/2024	CD
22 07 19	Plumbing Piping Insulation	10/30/2024	CD
22 11 16	Domestic Water Piping	10/30/2024	CD

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22 11 19	Domestic Water Piping Specialties	10/30/2024	CD
22 13 16	Sanitary Waste And Vent Piping	10/30/2024	CD
22 13 19	Sanitary Waste Piping Specialties	10/30/2024	CD
22 13 19.13	Sanitary Drains	10/30/2024	CD
22 42 16.13	Commercial Lavatories	10/30/2024	CD
22 42 16.16	Commercial Sinks	10/30/2024	CD
DIVISION 23:	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)		
23 01 00	Mechanical Common Requirements	10/30/2024	CD
23 05 18	Escutcheons For HVAC Piping	10/30/2024	CD
23 05 23.12	Ball Valves For HVAC Piping	10/30/2024	CD
23 05 29	Hangers And Supports For HVAC Piping And Equipment	10/30/2024	CD
23 05 53	Identification For HVAC Piping And Equipment	10/30/2024	CD
23 05 93	Testing, Adjusting, And Balancing For HVAC	10/30/2024	CD
23 07 13	Duct Insulation	10/30/2024	CD
23 11 23	Facility Natural-gas Piping	10/30/2024	CD
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23 33 00	Air Duct Accessories	10/30/2024	CD
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23 37 13.13	Air Diffusers	10/30/2024	CD
23 37 13.23	Registers And Grilles	10/30/2024	CD
23 74 16.11	Packaged, Small-capacity, Rooftop Air-conditioning Units	10/30/2024	CD
DIVISIONS 24-25	(NOT USED)		
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26 01 00	Electrical Common Requirements	10/30/2024	CD
26 05 19	Low-voltage Electrical Power Conductors And Cables	10/30/2024	CD
26 05 26	Grounding And Bonding For Electrical Systems	10/30/2024	CD
26 05 29	Hangers And Supports For Electrical Systems	10/30/2024	CD
26 05 33	Raceways And Boxes For Electrical Systems	10/30/2024	CD
26 05 53	Identification For Electrical Systems	10/30/2024	CD
26 09 23	Lighting Control Devices	10/30/2024	CD
26 24 16	Panelboards	10/30/2024	CD
26 27 26	Wiring Devices	10/30/2024	CD
26 28 13	Fuses	10/30/2024	CD
26 28 16	Enclosed Switches And Circuit Breakers	10/30/2024	CD
26 29 13.03	Manual And Magnetic Motor Controllers	10/30/2024	CD
26 43 13	Surge Protection For Low-voltage Electrical Power Circuits	10/30/2024	CD
26 51 19	Led Interior Lighting	10/30/2024	CD
DIVISIONS 27-33	(NOT USED)		

YWCA of Northeast Indiana, Inc.
Hefner Kitchen

SECTION 00 10 00 – INVITATION TO BID

Notice is hereby given that YWCA of Northeast Indiana, Inc. will receive sealed Bids for the following:

Hefner Kitchen Remodel for
YWCA of Northeast Indiana, Inc.
1313 W. Washington Center Road
Fort Wayne, IN

This project will be constructed under a Single Prime Contract with all Bids received on a lump sum basis Each proposal shall include all labor, material, and services necessary to complete the project in strict accordance with the Construction Drawings and Project Manual.

Bids will be received at the following place, date and time:

PLACE: YWCA of Northeast Indiana, Inc.
1313 W. Washington Center Road
Fort Wayne, IN 46825

DATE: Tuesday, December 3, 2024

TIME: 10:00 AM (local time) at the YWCA front door entry

All Bids received at such place, date and time will be privately opened.

Complete and detailed Bidding Documents are now on file and may be examined by prospective Bidders at the following locations:

Office of the Architect

ELEVATUS Architecture
111 E. Wayne St., Suite 555
Fort Wayne, IN 46802

Office of the Printer

Eastern Engineering
1239 N. Wells Street
Fort Wayne, IN 46808

The Bidder to whom the award is made shall furnish a 100% Performance Bond & Labor and Material Payment Bond in accordance with the Instructions to Bidders. This may be waived or reduced at the discretion of the Owner.

No bid shall be modified, withdrawn or canceled for a period of thirty (30) calendar days after the date and time set for receipt of Bids.

Bidders are encouraged to attend a pre-bid conference with representatives of the Owner and Architect to discuss demolition sequence, contractor's work and storage areas and requirements for contractor's personnel working on the Project. A tour of the existing facilities will be held in conjunction with the pre-bid conference. No additional costs of any type will be allowed by the failure of the Bidder to avail himself of the privilege of on-site inspection and pre-bid conference.

Site inspection and pre-bid conference will be held on Tuesday, November 12, 2024, at 4:00 PM (local time) at YWCA Hefner Center building at 1313 W. Washington Center Road, Fort Wayne, IN 46825.

YWCA of Northeast Indiana, Inc. reserves the right to reject any and/or all Bids; is not obligated to accept the lowest or any other Bid; and may waive any formalities in bidding procedure at their discretion.

Date: October 08, 2024

By: YWCA of Northeast Indiana, Inc.
1313 W. Washington Center Road
Fort Wayne, IN 46825

END OF INVITATION TO BID

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. To be considered, bids must be submitted in accordance with these Instructions to Bidders.
- B. Communications for the administration of the Contract shall be as set forth in the General Conditions and, in general, shall be through the Architect.

1.2 DEFINITIONS

- A. Definitions set forth in the General Conditions of the contract for Construction, AIA Document A201, 2017 ed., are applicable to these Instructions to Bidders.
- B. A Bidder is the person or entity who submits a Bid for the Work as described in the Contract Documents and with whom the Owner would enter into a Contract.
- C. A Sub bidder is the person or entity who submits a bid, to a Bidder, for materials or labor for a portion of the Work.

1.3 BIDDER'S REPRESENTATION AND EXAMINATION

- A. By submitting a Bid, each Bidder represents that:
 - 1. He has visited the site of the proposed Work and has fully acquainted himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the Work.
 - 2. He has thoroughly examined, read and understands the Bidding Documents, and where the Bidding Documents require, in any part of the Work, a given result to be produced, that the Bidding Documents are adequate and the required result can be produced under the Bidding Documents.
 - 3. His Bid is based upon materials, equipment and systems as shown in the Bidding Documents, all as prepared by Elevatus Architecture, Fort Wayne, IN.
- B. The failure or omission of any Bidder to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligations with respect to his Bid.
- C. No claim for any extra will be allowed because of alleged impossibilities in the performance of the Work because of inadequate or improper Bidding Documents.
- D. Each bidder by making his bid represents that he has read and understands the bidding requirements and the Construction Documents.
- E. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

1.4 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents may be obtained by Bidders from the Office of the Printer, in such numbers and for the deposit sum or purchase amount as determined by the Office of the Printer. Bidders have the option to purchase printed sets of Bidding Documents or electronic sets of Bidding Documents as defined by the Office of the Printer.
- B. The Owner or the Architect, in making printed or electronic copies of the Bidding Documents do so only for the purpose of obtaining Bids on the Work. They do not confer a license or grant for any other use.

1.5 INTERPRETATION, SUBSTITUTION, AND ADDENDA

- A. Interpretation:
 - 1. No oral interpretation or clarification will be made to any Bidder as to the meaning of the Bidding Documents. Every request for such an interpretation or clarification shall be made in writing, and submitted, by the Bidder, to the Architect.
- B. Substitutions:
 - 1. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.
 - 2. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 - 3. No substitution will be considered unless a written request for product substitution has been submitted by the Bidder, to the Architect, within ten (10) days prior to bid due date. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of the proposed substitution shall be final.
- C. Addenda:
 - 1. No request for an interpretation or clarification of, or no request for a substitution received by the Architect earlier than ten (10) days prior to the date fixed for opening of bids will be given consideration. Every interpretation or clarification made to a Bidder or every proposed substitution approved, will be set forth in an Addendum to the Bidding Documents. Issued Addendum will be emailed or distributed electronically to all prospective bidders by the Printer not later than seven (7) days prior to the date fixed for the opening of bids, except where such Addendum withdraws request for bids or postpones date for receipt of bids, or other reason as deemed necessary by the Architect. Failure of any bidder to receive any such Addendum shall not relieve any bidder from any obligation under his bid as submitted.
 - 2. All Addenda so issued shall become a part of the Contract Documents. Indicate receipt of addenda on Bid Proposal Form. Failure to do so may result in rejection of bid.
 - 3. Bidders shall not rely upon interpretations, clarifications, and/or approvals made in any other way.

1.6 ALLOWANCES

- A. Requested allowances are listed on the Supplemental Bid Proposal Form and are described in detail under Section 01 21 00, Allowances.

- B. The cost of each Alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.
- C. Each bidder shall be responsible for bidding alternatives which affect the Work. No additional monies will be allowed after signing of contracts for failure to bid applicable Alternatives.
- D. If, during the progress of the Work, the Owner desires to reinstate alternates not included in the Contract, the Owner reserves the right to reinstate the alternates at the price bid by the contractor. If this action is not taken in sufficient time and causes delay in the progress of the work or causes the Contractor uncontrollable and justifiable additional expense, this expense shall be negotiated and resolved with the Owner by Change Order.

1.7 TIME FOR RECEIVING THE BIDS

- A. No responsibility will be attached to the office for the premature opening of a bid not properly addressed and identified. Owner may open Bid Proposals at their discretion.

1.8 ARCHITECT'S COOPERATION DURING BIDDING PERIOD

- A. Each bidder is requested to contact the Architect in the event that problems occur or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.
- B. The Architect will cooperate fully in connection with requests, and will provide information required, providing the Architect's ethical responsibilities are not encroached upon.
- C. It is the general policy of the Architect to be as helpful as possible to bidders, insofar as is consistent with fair and open competition.

1.9 PREPARATION AND SUBMISSION OF BIDS

- A. Bid Forms:
 - 1. Bids must be submitted on the Bid Proposal Form included in the Project Manual, Section 00 43 00.
 - 2. Oral, telephonic, telegraphic or emailed Bids are invalid and will not receive consideration.
- B. Preparation of Bid Forms:
 - 1. Taxes, Permits, Inspections, etc.:
 - a. All bid amounts are to include all applicable taxes, cost of all required permits and inspections as required by governing agencies and other tests or inspections, if any, assigned to the General Contractor in the Contract Documents.
 - b. State approval and fee incidental thereto will be obtained and paid for directly by the Owner through the Architect.
 - 2. Indication of Amounts:
 - a. Each proposal shall have bid amounts written with ink or type written in both words and figures. Should there be any discrepancies between the words and figures indicating any amount in the proposal, the amount written in words shall be taken as the correct amount.
 - 3. Time of Completion:

- a. Each bidder shall state, in his proposal, the number of calendar days which he will require to complete the Work after formal Notice to Proceed is issued or Agreement with the Owner signed. The time so stated in his Bid Proposal will be the basis of establishing a completion date for the Liquidated Damages to begin.

C. Requirements for Signing Bids:

1. Any bid not signed by the individual making same, shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
2. A bid submitted by a partnership shall be signed by one of the partners, or by an attorney in fact. If signed by an attorney in fact, there shall be a Power of Attorney attached to the bid evidencing authority to sign the bid, executed by the partners.
3. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officers of the corporation and shall have the corporate seal affixed. Signatures affixed by secretary or assistant secretary shall be identified by signer manually "by_____".

D. Non Collusion Affidavit:

1. Each bidder shall furnish, with his bid, an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or members of the Owner which tends to or does lessen or destroy free competition in the letting of contracts sought for by these Instructions to Bidders.
2. Non Collusion Affidavit shall be properly notarized and with seal affixed and is part of the Bid Proposal Form.

E. Employment Practices:

1. Bidders and sub bidders shall not discriminate in employment practices.

F. Submission of Bids:

1. All bids must be submitted in duplicate in hard copy paper form inside a sealed envelope.
2. Bid documents shall be enclosed in envelopes (inner and outer), both of which shall be sealed and clearly labeled "Bid Proposal for YWCA of Northeast Indiana", so as to guard against opening prior to the time set thereof. The bidder shall be responsible for the placement of his firm's name and address, the name of the Work, and the name of the project on the outside of both such bid envelopes.
3. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids, or prior to extension thereof issued to the bidders.
4. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the bidders.
5. Telecommunicated bids, emailed or texted bids will not be considered.

1.10 OPENING OF BIDS

- A. The Invitation to Bid indicates the time and place for opening bids.
- B. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.
- C. Every bid received within the time fixed for the receiving of bids will be opened and privately read.
- D. The Owner, reserves the right to delay the time for opening of bids when, in his judgment, is desirable or necessary.

1.11 TIME OF COMMENCEMENT AND COMPLETION

- A. The General Prime Contractor shall commence Work for this project and shall complete the Work as established for the project, as follows:
 - 1. Time of Commencement = no later than January 01, 2025
 - 2. Time of Completion: General Prime Contractor (Bidder) shall indicate on the Bid Proposal Form, the number of consecutive calendar days required to complete the project. That date will strictly be used to establish the construction schedule and will be used for the Substantial Completion Date for the project and the Liquidated Damages Clause date.
- B. If Substantial Completion is not achieved by the completion date as defined by the bidder on the Bid Proposal Form, the contractor will be subjected to liquidated damages of \$1000 per calendar day past the stated Substantial Completion date, excluding federally or state recognized holidays.
- C. Substantial Completion Date: This date will be established by the number of calendar days listed on the Bid Proposal Form by the bidder.

END OF SECTION

SECTION 00 43 00 - BID PROPOSAL FORM

BID PROPOSAL FORM
(SINGLE PRIME CONTRACT)

Bidder _____

Address _____

Phone # (____) _____

SINGLE PRIME BID

To: YWCA Northeast Indiana, Inc.
1313 W. Washington Center Road
Fort Wayne, IN 46825

Project: YWCA of Northeast Indiana
Hefner Kitchen

I have received and carefully reviewed the Contract Documents prepared by:
Elevatus Architecture
111 East Wayne, Suite 555
Fort Wayne, Indiana.

I have also received Addenda Nos. _____ and have included their provisions in my Bid Proposal. I have examined the Documents, Drawings, and the site, and submit the following Proposal, IN DUPLICATE.

In submitting this Proposal, I agree to the following:

- A. To hold my bid(s) open for thirty (30) days after receipt of bids.
- B. To accept the provisions in the Instructions to Bidders.
- C. To enter into and execute a Contract, if awarded on the basis of this Proposal, and if required to furnish 100% Performance Bond and Labor and Material Payment Bonds in accordance with the Instructions to Bidders.
- D. To submit Certificates of Insurance for the coverage specified.
- E. To accomplish the Work in accordance with the Contract Documents.
- F. To complete the Work covered by this Proposal within *(fill-in)* _____ (list calendar days) from the date of written order or signing of Agreement with the Owner to proceed with the Work at which work under this Proposal is completed.
- G. To comply with the Liquidated Damages Clause as specified in Section 00 21 13 Instructions to Bidders and Section 00 73 00 Supplementary Conditions.

BASE BID: I agree to execute the work under the following Base Bid indicated for the lump sum amount given therein.

BASE BID AMOUNT

\$ _____

(state amount in words)

ALLOWANCES: Refer to specification Section 01 21 00 Allowances for complete descriptions of the allowances and what they include, to be incorporated in the Base Bid Amount.

ALLOWANCE NO. 1

- Work to be completed for 3 walk-in coolers and 2 walk-in freezers...\$ 60,000.00

ALLOWANCE NO. 2

- Work to be completed on the 2 existing hoods and re-work.....\$ 10,000.00

PRICE BREAKOUTS: Provide a Price Breakout for the following Work, including labor and materials, as further described.

Price Breakout No. 01: State the cost of labor and materials for all Work required for the complete construction of the following spaces, including but not limited to, metal studs, gypsum board, wall and floor finishes, and lay-in ceilings. (MEP is all to remain in the Base Bid Amount and is not included in this Price Breakout).

- M104 Kitchen
- M105 Storage
- M106 Cooler
- M107 Freezer
- M109 Laundry

_____ \$

(state amount in words)

LIST OF SUBCONTRACTORS

(if the subcontractor is not applicable, indicate N/A; if the Work will be self-performed, indicate as such)

Millwork/Casework subcontractor _____

Builder's Door Hardware subcontractor _____

YWCA of Northeast Indiana
Hefner Kitchen

Painting subcontractor _____

Kitchen Equipment Subcontractor _____

Plumbing subcontractor _____

Mechanical subcontractor _____

Electrical subcontractor _____

I am also verifying the completed Non-Collusive Certification, part of this Bid Proposal Form, is signed, dated and notarized.

Job Site Personnel Information:

Project Manager _____

Site Superintendent _____

Site Foreman _____

Average Number of Employees on Site _____

Use this form if Bidder is Sole Proprietor:

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this _____ day of _____, 2024

YWCA of Northeast Indiana
Hefner Kitchen

Bidder _____

Address _____

City/State _____

Phone _____

Signature _____

Use this form if Bidder is a Partnership:

IN TESTIMONY WHEREOF, the Bidder (a firm) has hereunto set their hands
this _____ day of _____, 2024

(Firm Name) _____

Address _____

City/State _____

Phone _____

Signature _____

(Individual Names)

Signature _____

(Individual Names)

(name) (Title)

(name) (Title)

(name) (Title)

(continue as may be required)

Use this form if Bidder is a Corporation or LLC:

IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this proposal to be signed by its
President and Secretary, and affixed its corporate seal this _____ day of
_____ 2024.

(Name of Corporation)

Address _____

City/State _____

Phone _____

(President)

(CORP. SEAL)

(typed)

(Secretary)

(typed)

(THIS BID PROPOSAL SHALL BE FURNISHED IN DUPLICATE, WITH BOTH COPIES ENCLOSED IN THE SEALED BID ENVELOPE INCLUDING THIS NON-COLLUSIVE BIDDING CERTIFICATE)

NON-COLLUSIVE BIDDING CERTIFICATE

No bid will be accepted that does not have this form completely executed and notarized.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.
5. That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporation bidder.

(signature of official representing Sole Proprietor, Partnership, Corporation or LLC)

(Name of Sole Proprietor, Partnership, Corporation or LLC)

Date:

By:

This Non-Collusive Bidding Certificate must be submitted with this Bid and remain a part thereof.

Notary;

Notarized and witnessed this day _____, 2024.

END OF BID PROPOSAL FORM

AIA[®] Document A101[™] – 2017

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

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

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

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

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

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

Elevatus Architecture

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.

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

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

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

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

[] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

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

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

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

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

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

Init.

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§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a final fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Init.

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A101™–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A191™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

Init.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

SECTION 00 50 00 - AIA DOCUMENT A101 ATTACHMENT

Article 6 Dispute Resolution

Delete paragraphs 6.1 and 6.2 in their entirety. Insert the following in lieu thereof:

- 6.1 Forum. Any action or proceeding arising from or relating to this Agreement shall be under either the exclusive jurisdiction of the state courts located in Allen County, Indiana or the United States District Court for the Northern District of Indiana, Fort Wayne Division.

8.7 Other Provisions

- 8.7.1 The parties hereto covenant and agree that no lien shall attach to the real estate by the Contractor, subcontractors, mechanics, journeymen, laborers, or persons performing labor upon or furnishing materials or machinery for the work provided for under the terms of this Contract, and for the purpose of complying with the provisions of Chapter 116 of the Acts of Indiana General Assembly for the year 1909; Chapter 41 of said Acts of 1911; Chapter 50 of said Acts 1915; Chapter 56 of said Acts of 1921; Chapter 187 of said Acts 1943; Chapter 376 of said Acts 1963; P.L. 424 of said Acts 1971; P.L. 310 of said Acts 1977; the parties agree that this Contract may be recorded with the Recorder of Allen County, Indiana.
- 8.7.2 This Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his subcontractors or their employees. This Contractor agrees to indemnify and save harmless the Owner and Lessee, their agents and employees, from and against all loss of expenses (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner or Lessee, for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Contractor, his subcontractors, employees or agents. The term Owner shall be construed to include any and all successors to the currently named Owner, irrespective of how such succession occurred and/or who or what the successor(s) is or are.
- 8.7.3 To each of the conditions and obligations of this Contract, the undersigned each for himself, binds itself, its successors, and assigns.

END OF SECTION

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SECTION 00 72 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Form of the Document

1. The form to be used is AIA Document A201- 2017 ed., General Conditions of the Contract for Construction, a copy of which is enclosed herein.

B. Intent of the Document

1. A201-2017 ed., shall be adopted as one of the Contract Documents forming the Construction Contract, shall establish a basis for defining relationships; and shall allocate the proper legal responsibilities of the parties, along with Supplementary General Conditions, Addenda, and other requirements as defined in the Contract Documents.

END OF SECTION

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

Elevatus Architecture

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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User Notes:

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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 person or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to demand enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce a 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 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,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 6.5.2.

§ 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, in any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or delay is incurred 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 be responsible for such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by 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 materials 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, consumption, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, 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 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals prepared or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10.1, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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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 of such amounts.

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

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon assignment to the Owner under this section 4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractors" 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, or 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,

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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 in the 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 Contractor and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum 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.

§ 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

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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 a 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, or an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, 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 a Court pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants the 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, or equipment relating to the Work.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

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

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§ 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 Contractor has 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 observations 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 9.8.2 precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Contractor 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.

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§ 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 designed for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

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§ 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 a 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) and is not 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.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been procured 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.

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§ 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 property, 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 insurable 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

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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 right 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 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 either corrected by the Contractor nor accepted by the Owner.

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 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, standards, and codes, rules, and regulations 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 negotiation is 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, Contractor, 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.

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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 completed, 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 the 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 in Certain Cases

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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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, 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 set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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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 the 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.

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§ 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. 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 00 73 00 - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201-2017 edition. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph, or a Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Add the following sentences of this Subparagraph to read as follows:

The Contract Documents will also include Lien Waiver, Partial Waiver, Notice to Bidders, Instructions to Bidders, Addenda and its attachments, and any other documents specifically agreed by the parties to be included in the Contract Documents. Bonds as covered in the Instructions to Bidders shall be considered a part of the Contract Documents.

1.1.3 (Add the following sentence to the end of the Subparagraph) "...The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry."

1.1.9 (Add the following) MISCELLANEOUS DEFINITIONS

- .1 The term "product" as use herein includes materials, systems, and equipment.
- .2 The term "supplier" as used herein, includes a firm or organization furnishing or delivering products directly to the jobsite, and because of such direct delivery, could be construed under the lien laws of the State in which the work is being performed as having lien rights against the funds due the Contractor. Suppliers of material and equipment, delivering to Contractor or Subcontractor on an open account basis and not having lien rights on the Work, will not be considered suppliers within the meaning of the Contract Documents.
- .3 A bidder selected to enter into a Contract with the Owner for Work included under the bidder's proposal is termed an "Awardee," until such time as he is awarded a Contract and becomes the Contractor.
- .4 Where "complete" is used, it shall mean "complete with connections, supports, attachments and incidental items necessary for a finished and properly operating assembly or installation."
- .5 Where "drawing" is used, it shall mean plans and detail drawings, both large and small scale, furnished by the Architect and Engineer for the purpose of showing the Work to be done.
- .6 The term "furnish" - to supply (only) to another party for their use of installation, including cost of delivery and unloading at the jobsite.
- .7 The term "install" - to distribute, uncrate, assemble, and fix into the intended final positions, the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean-up, and dispose of rubbish.
- .8 The term "connect" - to bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.

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- .9 The term "provide" - to furnish, install, and connect complete.
- .10 The term "or equal" means an equal approved in writing by the Architect at least 10 days prior to bid receipt, and listed in an Addendum.
- .11 The term "Contractor" refers to the Prime Contractor that has the direct contract with the Owner. Any person providing work on the Project other than the Prime Contractor is a "Subcontractor."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 (Add) "If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:

- .1 The terms and conditions as set forth in the Bidding Requirements, including legal advertisement thereof, shall have full force and effect until such time as the Standard Form of Agreement between Owner and Contractor is executed between the Owner and the Awardee.
- .2 Where there is a conflict between the Bidding Requirements and the Contract Documents, the Contract Documents shall govern.
- .3 Where requirements specifically set forth in AIA A101, 2007 ed., Standard Form of Agreement Between Owner and Contractor are in conflict, AIA A201, 2007 ed., General Conditions of the Contract for Construction shall govern.
- .4 Where there is conflict between the requirements of the General Conditions of the Contract and the Supplementary Conditions, the requirements of the Supplementary Conditions shall govern, except where the requirements set forth in the Supplementary Conditions are contrary to law, in which case the legal requirements shall govern. The General Conditions of the Contract shall take precedence over other Contract Documents.
- .5 Where there is conflict between the Drawings and Specifications and conflict within the Drawings or within the Specifications, the conflict, where applicable, shall be resolved by providing better quality or greater quantity as provided in the Supplementary Conditions, Clause 3.2.4.

1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of first class quality so as to accomplish a neat and first class finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.
- .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, materials are not expressly included in the Contract Documents.
- .4 The Contract Documents are complimentary, and what is required by one will be as binding as if required by all.
- .5 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades."

ARTICLE 2: OWNER

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.2 (Add the following to the first sentence) "...including those charges and costs related to zoning changes, environmental impact statements, and similar requirements related to use of the site."

2.3.3 (Replace with the following) "The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of, or utility locations for the Project site, but as necessary for the Work, shall furnish or cause to be furnished to the Contractor a legal description of the project site, which shall not constitute one of the Contract Documents. The Contractor shall confirm the location of each utility; shall relocate or dispose of each on-site utility and shall cap each utility as required by the Work or the Specifications. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of its bid."

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4.1 (Add the following text to the end of the Subparagraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 13.4.

PART 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 (Add) "Where there is a conflict in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the Work and the larger quantity required. Only changes or interpretations covered by Addenda or written from the Architect will be permitted during construction of the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or where required, received Shop Drawings, Product Data, or Samples for such portion of the Work.

3.2.6 (Add) "Before ordering material or performing any Work, the contractor shall verify all measurements at the Project site. Any differences between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and Work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."

3.2.7 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from received Shop Drawings with all measurements obtained at the Project Site by the Contractor.

3.2.8 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect or field verified. In no case will the Contractor assume that the Drawings are scaled."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 (Add last sentence) "Additional provisions pertaining to coordination are included in Division 1, General Requirements."

3.5 WARRANTY

- 3.5.1 (Add) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:
- .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
 - .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.
 - .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.
 - .4 The Work and materials and equipment incorporated into the Work will be merchantable.
 - .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- 3.5.2 (Add) "The Contractor shall, upon completion of the Work, assign to the Owner all warranties obtained or obtainable by, the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner.
- 3.5.3 (Add) "For a period of one year from the date of final completion and acceptance of the Work by the Owner, as evidenced by the date of the Substantial Completion, the Contractor warrants to the Owner all movable windows, apparatus, machinery, mechanical and electrical equipment. For the same period, the Contractor warrants to Owner to make good, at his own expense, any defects, shrinkages, warpages or other faults in Work required under this Contract arising out of defective materials or workmanship, ordinary wear and tear excepted."
- 3.5.4 (Add) "As part of the above warranty, it is expressly understood and agreed that the Contractor warrants that the Contractor's portion of the Work shall be waterproof and weatherproof in every respect for a period of two (2) years from the Date of Substantial Completion."
- 3.5.5 (Add) "The Contractor warrants and represents to the Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work, and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform said construction work and complete same to the entire satisfaction of the Owner and Architect."
- 3.5.6 (Add) "In addition to all of Contractor's warranties and obligations to correct defective Work provided by law or as set forth in any of the Contract Documents, the Contractor agrees, upon notice from Owner or Architect, immediately to repair, restore, correct and cure, at Contractor's expense, all defects and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the Date of Substantial Completion. Contractor shall pay for, and if requested, correct, repair, restore and cure any damage or injury, whenever the same shall occur or appear, resulting from any defects, omissions or failure in workmanship and materials, and indemnify, hold harmless, and defend Owner against any and all claims, losses, costs, damages and expenses, including attorney's fees, suffered by Owner as a result of such damage or injury, whenever such damage or injury shall occur or appear."
- 3.5.7 (Add) "The foregoing guarantees and warranties shall not shorten any longer warranty or liability period provided for by law or in the plans, drawings or specifications or otherwise received from Contractor or any subcontractor, material supplier or manufacturer of Contractor nor supersede the terms of any liability for defective Work, but shall be in addition thereto, and shall be in addition to all manufacturer's and factory warranties."
- 3.5.8 (Add) "All guarantees or warranties upon any Work, labor, materials, or equipment by any subcontractor or material supplier of Contractor shall be deemed made by Contractor to Owner. All guarantees and warranties shall survive Owner's final acceptance of the Project. Neither the acceptance of any of the Work by Owner, in whole or in part, nor any payment, either partial or final, by Owner to Contractor, shall constitute a waiver by Owner of any claims against Contractor for defects in the Work, whether latent or apparent, and no such payment or acceptance of the Work by Owner shall release or discharge Contractor

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or Contractor's surety from any such claims for breach of such warranties."

3.9 SUPERINTENDENT

3.9.1 (Add the following sentence) "The Superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a Superintendent and replace with a Superintendent who is satisfactory to the Architect and Owner. The Contractor shall not replace the Superintendent without the consent of the Architect and Owner, except with another Superintendent who is satisfactory to the Architect and Owner."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete this Paragraph in its entirety. Refer to Section 01 33 00 - Submittals, for provisions on this subject. References to Paragraph 3.12 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

3.13 USE OF SITE

Delete this Paragraph in its entirety. Refer to Section 01 33 00 01300 - Submittals, for provisions on this subject. References to Paragraph 3.13 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

3.19 (Add the following) NON-INTERFERENCE

3.19.1 (Add) The Contractor shall perform Work so as not to interfere with the Owner's ongoing activities and so as not to create any hazards to the Owner's employees or members of the public using the Owner's property.

ARTICLE 4: ARCHITECT

4.1 GENERAL

4.1.1 (Add) "...The term "Architect," "Architect/Engineer," or "Engineer" as used herein means the Architect or his authorized representative."

4.2 ADMINISTRATION OF THE CONTRACT

4.2.4 Delete the last sentence in its entirety.

4.2.7 Delete this Subparagraph in its entirety. Refer to Specification Section 01 33 00 - Submittals, for provisions on the subject. References to subparagraph 4.2.7 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

4.2.11 (Add to the end of the first sentence) "...referring specifically to this Subparagraph 4.2.11."

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 (Delete the first sentence of this Subparagraph and substitute the following) "The Contractor shall furnish to the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work, in

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accordance with the requirements under Specification Section 01300, Submittals, in a form acceptable to the Architect, for review by the Owner and the Architect.

5.2.4 (Add the following sentence at the end of this Subparagraph) "...The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved, and, if at such time the Contractor is not in default under this Agreement, the Contract sum shall be increased or decreased by the difference in the cost resulting from the change."

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 (Add) ... "Notwithstanding the provisions of Subparagraph 5.3.1, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier). Architect will assume no responsibility for reviewing, monitoring, or verifying activities or relationships involving a Subcontractor or its Sub-subcontractor."

5.3.2 (Add) "The Contractor shall not enter into a subcontract, contract agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of portions of the materials, services, equipment or Work with a party of entity if such party to entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved by the Owner of such affiliation relationship and details relating to the proposed Arrangement. The term "Affiliated Entity" means an entity related to or affiliated with the Contractor or with respect to which the Contractor has direct or indirect ownership or control, including, without limitation, an entity owned in whole or part by the Contractor.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.5 (Add) "Refer to Specification Section 01010 - Summary of the Work, for provisions concerning the administrative responsibilities of the Prime Contractor."

6.2 MUTUAL RESPONSIBILITY

6.2.4 Delete the word ... "wrongfully" ... in this Subparagraph.

6.2.6 (Add) "If any such other Contractor initiates legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, by counsel reasonably acceptable to the Owner, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor."

ARTICLE 7: CHANGES IN THE WORK

7.2 CHANGE ORDERS

7.2.2 (Replace with the following) "Methods used in determining adjustments to the Contract Sum shall be those listed in Subparagraph 7.3.3."

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 (Delete Clause .4 from Subparagraph 7.3.3 and add the following Clauses)

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- 7.3.3.4 An itemized cost breakdown for each change required as provided in Subparagraph 7.3.7.
- 7.3.3.5 (Add) "The cost of the Contractors overhead and profit on any Change Order shall be:
- .1 For extra Work completed by the Contractor with his own labor, 10 percent (10%) shall be added as the allowance for overhead and profit.
 - .2 For extra Work completed by Subcontractors of the Contractor, 5 percent (5%) shall be added as the allowance for overhead and profit.
 - .3 For Work deleted which would have been completed by Subcontractors of the Contractor, 10 percent (10%) shall be credited to the Owner as the allowance for overhead and profit.
 - .4 For Work deleted which would have been completed by Subcontractors of the Contractor, 5 percent (5%) shall be credited to the Owner by the Contractor as the allowance for overhead and profit."
- 7.3.7 (Change the last phrase in the first sentence) "...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." ... to read ... "a fixed percentage fee as provided in Clause 7.3.3.5 for profit and overhead."
- 7.3.8 (Revise the last sentence of Subparagraph 7.3.8 to read as follows) ... "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any."
- 7.3.10 (Add the following sentence at the end of the subparagraph) "When either the Owner or the Contractor disagree with the determination made by the Architect concerning adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner set forth in Article 15 Claims and Disputes."
- 7.3.11 (Add) "In order to facilitate checking of quotations for extras or credits, proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete itemization of costs including labor, materials, and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.1 DEFINITIONS

- 8.1.2 (Delete and replace with the following) "The date of commencement of the Work is the effective date established in the Agreement or the date established in the Notice to Proceed given by the Owner or Architect."

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 (Delete and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the contractor's right to seek an extension of the time for completion will be delays caused by the i) Architect, or the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipated (temperature, rain, or other precipitation within a range of twenty percent (20%) of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees not to make claims for compensation for delays or acceleration

in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."

- 8.3.4 (Add) "If in the opinion of the Architect the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor upon written notice from the Architect and without additional cost or compensation will increase its work force and, if requested by the Architect, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Architect or the Owner, the Architect or the Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor."

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete this Paragraph in its entirety. Refer to Specification Section 01 33 00 - Submittals, for provisions on this subject. References to Paragraph 9.2 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Delete this Subparagraph, Clauses 9.3.1.1 and 9.3.1.2, and substitute the following) "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payments falls due, the Contractor shall submit to the Architect, in quintuplet, an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner, or the Architect may require. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet G703 shall be prepared the same as in the Schedule of Values submitted by the Contractor. Contractor's payment will be made within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be paid as described in the Owner-Contractor Agreement.

- 9.3.1.1 (Add) "Contractor shall submit with each monthly Application for Payment, 1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver provided with the Contract Documents or such other form as may be approved by the Architect and Owner.

- 9.3.2 (To this Subparagraph, add the following) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
- .2 Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.

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- .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
 - .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 - .5 Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 - .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage
- 9.3.3 (Replace with the following) "The Contractor warrants the title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the Owner and the Owner's property from any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors or their Sub-subcontractors, regardless of tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, equipment, services or supplies relating to the Work, and from all cost and expenses, including attorneys' and consultants' fees incurred by the Owner in evaluating or defending against such liens, claims, security interests or encumbrances.
- 9.3.4 (Add) "There shall be no retainage on Application for Payment by the Contractor."
- .1 When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense, if not covered by builder's risk policy.
- 9.3.5 (Add) "Full payment to the Contractor(s) for material, equipment, or work in place shall not start the warranty period, refer to Division 1, Specification Section 01600."
- 9.4 CERTIFICATES FOR PAYMENT
- 9.4.1 (Change text) ... "seven days" ... to read ... "fifteen days".
- 9.5 DECISIONS TO WITHHOLD CERTIFICATION
- 9.5.1 (Delete Clauses .1 through .7 and replace with the following)
- .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
 - .2 The Contractor is in default of the performance of any of its obligations under another Contract, which it has with the Owner.
 - .3 The filing of the third party claims or reasonable evidence that third party claims have been or will be filed.
 - .4 The Work has not proceeded to the extent set forth in the Application for Payment.
 - .5 Representations made by the Contractor are untrue.

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- .6 The failure of the Contractor to make payments to its Subcontractors, materialmen, or laborers.
 - .7 Damage to the Owner's property or the property of another Contractor or person.
 - .8 The determination by the Architect that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.
 - .9 Liens filed or reasonable evidence indicating the probable filing of such liens with respect to the Project."
- 9.5.4 (Add) "Contractor's application for a payment shall reflect an equal percentage amount (within 2-3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns."
- 9.5.5 (Add) "If the Contractor disputes a determination by the Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to execute the Work as described in the Contract Documents."
- 9.7 FAILURE OF PAYMENT
- 9.7 (Change text) Each time "seven" appears in this Subparagraph, replace with "fourteen".
- 9.8 SUBSTANTIAL COMPLETION
- 9.8.1 (After ... "Contract Documents" ... insert the following) "...and when all required occupancy permits, if any, have been issued..."
- 9.8.2 (Add the following at the end of this Subparagraph) "...The time fixed by the Architect for the completion of all items on the list accompanying the Certificate of Substantial Completion shall not be greater than 30 days. The Contractor shall complete items on the list within such 30 day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.
- .1 At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 7 days. The Architect will conduct additional inspections. The Architect will involve the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 7 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."
- 9.8.6 (Add) "The Contractor shall fully complete all Work under its Contract within thirty (30) days of receiving a Certificate of Substantial Completion with attached list of items required to be completed or corrected. Failure to do so may serve as cause for the Owner to declare the Contractor in default and terminate the Contractor pursuant to Paragraph 14.2 of these Supplementary General Conditions."

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- 9.8.7 (Add) "If Substantial Completion is not achieved by the completion date as defined by the bidder on the Bid Proposal Form, the contractor will be subjected to liquidated damages of \$1000 per calendar day past the stated Substantial Completion date, excluding federally or state recognized holidays."
- 9.8.8 (Add) Substantial Completion Date: This date will be established by the number of calendar days listed on the Bid Proposal Form by the bidder.
- 9.9 PARTIAL OCCUPANCY OR USE
- 9.9.4 (Add) "Agreements as to the acceptance of the Work not complying with the requirements of the Contract Documents shall be in writing."
- 9.10 FINAL COMPLETION AND FINAL PAYMENT
- 9.10.2 (Add the following to the end of this Subparagraph) "...The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:
- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 - Contractor's Affidavit of Payment of Debt and Claims.
 - .2 Release of liens as required under this Paragraph shall be in the form of AIA Documents G706A - Contractor's Affidavit of Release of Liens, or as may otherwise be reasonably requested or required to comply with Indiana law.
 - .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 - Consent of Surety Company to Final Payment.
 - .4 Submit releases and final unconditional waivers of lien from major subcontractor and supplier.
 - .5 Submit certification stating that no materials containing asbestos were incorporated into the Work."
 - .6 Submit certification that all punch list items have been completed."
- 9.10.3 (Add the following to the end of this Subparagraph) "...Final Payment, constituting the unpaid balance of the Contract Sum, shall be paid to the Contractor in full, including retainage or escrowed principal and escrowed income by the escrow agent, no less than 61 days following the date of Substantial Completion. If at that time there are remaining uncompleted items, an amount equal to 200 percent of the value of each item as determined by the Architect shall be withheld until said items are completed, and a Final Certificate of Payment issued by the Architect."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 (Add) "In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which results in exposure after the use of any permissible personal protective equipment that exceeds limits established by the Governmental agencies having jurisdiction over exposure to asbestos or PCB, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. Thereafter, the Contractor shall not resume Work until such time testing of the affected area by a qualified consultant hired by the owner confirms that exposure after the use of any permissible personal protective equipment is within permissible limits.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 After "take" in line 1 of this subparagraph add "all".

10.4 EMERGENCIES

10.4.1 (Add) "Nothing in this paragraph shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. The General Contractor shall provide the Owner and Architect a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite."

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 (First line following the word "maintain", modify as follows): "... in a company or companies with ratings of no less than A- as determined by A.M. Best Company licensed to do business in the jurisdiction in which the project is located and to which the Owner has no reasonable objection ..."

11.1.2 (Add the following Clauses) "The Contractor's Insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

.1 Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoremen's): Statutory
- c. Employer's Liability: Statutory

.2 Commercial General Liability Insurance, including Contractual Liability Insurance against the liability assumed hereinabove, and including Contractors' Protective Liability Insurance if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.

.3 Comprehensive Automobile Liability Insurance covering any auto used in connection with the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.

"Each of the foregoing minimum limits will be reduced to \$1,000,000.00 where contract sum initially is less than \$500,000.00. The Contractor shall maintain the foregoing coverage for not less than one (1) year after the Date of Substantial Completion. The foregoing policy limits may be provided in conjunction with an umbrella policy." The following shall be listed as additional insured:

- .1 The Owner, its employees and staff.
- .2 The Architect, its employees, its consultants and their employees.

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"The Contractors Commercial Liability insurance shall be written on an occurrence basis."

11.1.3 (Add the following to the end of this subparagraph) "Within two (2) business days of a request from the Owner or the Architect, the Contractor will provide the Owner with true copies of any insurance policies under which the coverages required herein are provided. Certificates of Insurance shall be submitted on the latest edition of AIA Form G705 or Accord form as acceptable to the Architect."

11.1.5 (Add) Contractor's commercial general liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises-Operations (including X-C/U as applicable).
- .2 Independent Contractors' Protective.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted.
- .5 Contractual - including specified provision for Contractor's obligations under Paragraph 3.18.
- .6 Owned, non-owned and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations.
- .8 Stopgap liability for \$100,000.00 limit.

11.1.6 (Add) "The Contractor shall require all Subcontractors to provide Workers' Compensation. Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."+-

11.3 PROPERTY INSURANCE

11.3.1 (Delete the phrase "without optional deductibles" at the end of the first sentence in this subparagraph. Add the following at the end of this subparagraph): "The amount of any self insurance or deductible will not exceed \$1,000.00 without the written approval of the Contractor."

11.3.1.1 (Add sub-subparagraph)

.1 The property insurance purchased by the Owner shall be in the form as indicated and provide such coverage as selected by the Owner. The Owner will make the policy available for inspection and copying by the Contractor. This insurance is not intended and will not cover machinery, tools, and equipment which will not be a permanent part of the project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment.

11.3.1.3 (Add) "The Contractor shall be responsible for any minimum deductible or self insurance up to \$1,000.00 per claim. Above such limit, the Owner shall be responsible.

11.3.1.4 Delete

11.3.6 (Delete first sentence and replace with the following) "The Owner shall maintain copies of the insurance it is required to purchase and maintain hereunder at its offices and shall permit the Architect or the Contractor to inspect the policies during normal business hours and upon reasonable advance written notice..."

11.3.9 (After "reach" in third sentence delete the remainder of this sentence and replace with the following) "...or if the Parties are unable to reach agreement, by litigation in the Common Pleas Court."

11.3.10 Delete the last sentence.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 (Replace this Subparagraph with the following) "Within 48 hours after written notices from the Architect, or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does

not conform to the Contract Documents, or immediately upon oral notice, if the nonconformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist i) shall commence to correct such nonconformance, ii) shall thereafter use its best efforts to where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the nonconformance is eliminated to the satisfaction of the Architect, and the Owner within 7 days of such notice. The Contractor shall bear all costs of correcting the nonconformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Subparagraph 12.2.1 may be given at any time. It is the intent that the obligations under this Subparagraph 12.2.1 shall continue to apply after final completion and final payment."

12.2.6 (Add) "If the Contractor fails to correct nonconforming Work as provided in Subparagraph 12.2, the Owner may correct it in accordance with Paragraph 2.4. If the Subcontractor does not proceed with correction of such nonconforming Work as provided in Subparagraph 12.2.1, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense." ...

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3 (Add the following sentence to the end of this subparagraph) "...The acceptance of nonconforming Work by the Owner shall be by written Change Order, signed by the Owner's authorized representative. No person has authority to accept nonconforming work except pursuant to such written Change Order."

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.4 TESTS AND INSPECTIONS

13.4.1.1 (Add) "Refer to Specification Section 01 45 00 - Quality Control and Testing Laboratory Services for additional provisions on this subject."

13.4.4 (Delete this Subparagraph in its entirety and replace with the following) "Certificates of inspection, testing, or approval, as required by Paragraphs 13.5.1 or 13.5.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect, and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.6 INTEREST

Delete this Paragraph in its entirety. References to Paragraph 13.6 elsewhere in the Contract Documents shall also be deleted.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1 (Delete Subparagraphs 14.1.1., 14.1.2, and 14.1.3 and replace the following)

14.1.1 "Events of Default; each of the following constitutes an event of default of the Contractor:

- .1 The failure of the Contractor to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, iii) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.

- .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor.”
- 14.1.2 “Owner’s Remedies; upon the occurrences of an event of default the Owner will have the following remedies, which will be cumulative:
- .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
 - .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid of the Contract Price;
 - .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor’s employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
 - .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.”
- 14.1.3 “Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect’s additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney’s fees and the administrative expense of the Owner’s staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be final determination of the amount owed, except for sums coming due thereafter. The obligations under this Subparagraph will survive the termination of this Agreement.”
- 14.2 TERMINATION BY THE OWNER FOR CAUSE
- 14.2.1 (Replace with the following) “The Contract may be terminated by the Owner in whole or in part without cause and for its convenience on three (3) days written notice to the Contractor. In the event of such termination for convenience, the Contractor shall be compensated for that portion of the contract sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages. Such entitlement of Contractor shall constitute Contractor’s sole and exclusive remedy and recover, and in no event shall the Contractor be entitled to recover anticipated profits and overhead on unperformed Work by reason of such termination for convenience.”
- 14.2.5 (Add) “Owner shall have the right to terminate the Contract at any time upon three (3) days’ written notice to contractor in the event Owner is unable to obtain or maintain financing for the portion of the Work as yet unfinanced or uncompleted. Owner shall be obligated to pay Contractor that portion of the Contract Sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages.”
- 14.2.6 (Add) “The occurrence of any labor dispute, work stoppage, strike (including sympathetic strike), slow down, picketing, or any other activity directly or indirectly attributable to Contractor’s employees, either caused by them or resulting from their employment on the Project which interrupts, interferes with or delays the Work of Contractor or other separate contractors shall constitute a breach of Contract. In such event, the Owner shall have the right, in addition to any other rights and remedies provided by this Contract or the Contract Documents, or by law, following two (2) days’ written notice to the Contractor, to terminate this Contract or any part thereof for all or any portion of the Work, and for purpose of completing the Work, to enter upon the premises and take possession in the same manner, to the same extent, and upon the same terms and conditions as set forth in Subparagraph 14.2.3.”

- 14.2.7 (Add) "If termination of the Contract is effectuated by Owner for cause resulting from Contractor's failing to substantially perform in accordance with the terms of the Contract, and it is subsequently found or determined in legal proceedings that the Contractor was not in substantial breach of the Contract by failure to perform in accordance with its terms, or that such failure was caused through fault of the Owner, then such termination shall be deemed to be a termination for convenience pursuant to Subparagraph 14.2.1, and the Contractor's remedy and recovery as against the Owner shall, in such case, be limited to the payments provided by such Subparagraph 14.2.1."
- 14.2.8 (Add) "With fixed and agreed liquidated damages provided in the Contract, if the Owner terminates for cause the Contractor's right to proceed, the resulting damage to the Owner will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work, together with any increased cost and expenses, including attorneys' fees, occasioned or incurred by Owner in completing the Work."

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.1 (Add to the end of Subparagraph 15.1.1) "...The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC Section 3729 et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim, the claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Indiana and executed by an authorized representative of the Contractor, which states that:

The Claim which is submitted herewith complies with Subparagraph 15.1.1 of the Supplementary General Conditions, which provides that the Contractor shall not knowingly present or cause to be a false or fraudulent Claim."

15.3 MEDIATION

Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.5 and mediation elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

15.4 ARBITRATION

Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.6 and arbitration elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

ARTICLE 16: (Add the following) EQUAL OPPORTUNITY

16.1 POLICIES OF EMPLOYMENT

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

- 16.1.2 The Contractor shall in solicitations or advertisements for employees placed by them or on their behalf, state

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Hefner Kitchen

that qualified applicants will receive consideration without regard to race, religion, color, sex, or national origin.

END OF SECTION

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SECTION 11 30 00 - RESIDENTIAL EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, materials, equipment necessary for complete installation of residential equipment specified herein. Types of residential equipment included are as follows:
 - 1. Dishwasher
 - 2. Garbage Disposer
- B. Related Work Specified Elsewhere.
 - 1. Plastic laminate faced millwork.
 - 2. Final hook-ups and connections of residential equipment shall be by the appropriate Plumbing, Mechanical, and/or Electrical Contractors.
 - 3. Division 23 - Mechanical
 - 4. Division 26 - Electrical

1.2 SUBMITTALS

- A. Submit shop drawings, and catalog brochures of types of equipment specified, in accordance with Division 01 requirements. Shop drawings shall indicate the model number and technical requirements of each unit as specified herein.
- B. Submit copies of manufacturers written installation instructions.
- C. Indicate roughing-in dimension, and coordinate with other contractors.
- D. Submit color selections for Architect selection.
- E. Sample warranties
- F. Submit warranty as specified herein.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver in manufacturers unopened containers and clearly indicate typed and model numbers on equipment packaging.
- B. Store up off floor on wood skids.

1.4 WARRANTY

- A. Provide manufacturer's standard warranty from the Date of Substantial Completion for each item.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Products specified are based on those as manufactured by GE Appliances, General Electric Company, Louisville, Kentucky.

- B. The following manufacturers are also acceptable provided compliance with technical specifications of specified products.
1. Hotpoint, Louisville, Kentucky.
 2. Magic Chef, Cleveland, Tennessee.
 3. Frigidaire, Dublin, Ohio.
 4. Amana/Speed Queen, Amana, Iowa.

2.2 RESIDENTIAL EQUIPMENT

- A. Dishwasher
1. GE #PTD795SSYVFS built-in dishwasher. Stainless steel.
 2. Solid State control types, nine touchpads/pushbuttons on top edge of door, six cycles, 120 degree hot water inlet capability, 10 year tub warranty, super rack system, cup shelf, three wash levels.
 3. 120 volt, 60 hertz, 6.6 amps.
- B. Garbage Disposer
1. GE #GFC720N continuous feed heavy-duty food waste disposer
 2. Permanent magnet motor type, foam pad, wall switch, continuous feed, direct wire, dual swivel impellers, jamb resistant, stainless steel, nylon hopper, removable splash guard, 2700 RPM, 3/4 H.P., 60 hertz, 115 volt, 6.0 amps.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install all items in strict accordance with manufacturers written installation instructions.
- B. Provide all items and accessories as required for a complete installation in every respect.

3.2 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Recheck measurements and dimensions, before starting each installation.

END OF SECTION 11 30 00

YWCA Northeast Indiana, Inc. Hefner Kitchen

1313 W. Washington Center Road, Fort Wayne, IN 46825

Design Team

ARCHITECTURE / INTERIORS
ELEVATUS Architecture
 111 E. Wayne Street, Suite 555
 Fort Wayne, IN 46802
 260 424-9080

CIVIL / STRUCTURAL
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 4175 New Vision Drive
 Fort Wayne, IN 46845
 260 490-1025

PLUMB / MECH / ELEC
Primary Engineering Inc.
 2828 Lake Avenue
 Fort Wayne, IN 46805
 260 424-0444

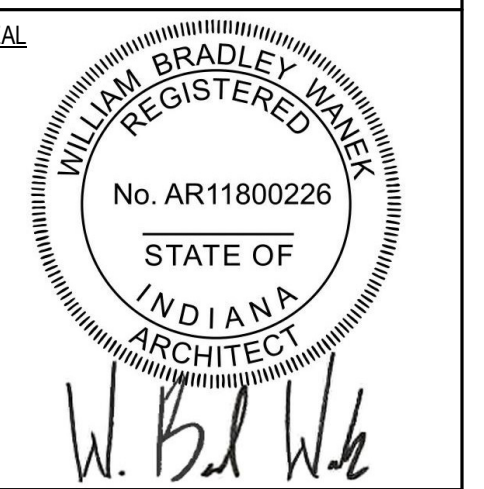
KITCHEN
C&T Design and Equipment Co. Inc.
 6150 Bluffton Road
 Fort Wayne, IN 46809
 260 387-5147

-	Title Sheet		
Civil			
C1.01	Site Layout Plan		
Structural			
S0.01	Structural Notes		
S1.01	Foundation Plan - Unit M		
S2.01	Framing Plan - Unit M		
S3.01	Framing Details		
Architectural			
-G0.00	General Information		
A0.01	First Floor Life Safety Plan, Code Study, & Notes		
A0.03	Chapter 34 Evaluation Documents 1/2		
A0.04	Chapter 34 Evaluation Documents 2/2		
A1.01	Overall First Floor Demolition Plan & Notes		
A1.11	First Floor Demolition Plan & Notes - Unit M		
A2.01	Overall First Floor Plan		
A2.10	Interior Partition Types		
A2.11	First Floor Plan - Unit M		
A2.15	ADA Mounting Hgts. & Accessories		
A3.01	Overall First Floor Reflected Ceiling Plan		
A3.11	First Floor Reflected Ceiling Plan - Unit M		
A4.10	Door Schedule and Details		
A6.20	Wall Sections		
A7.10	Finish Schedule, Legends, Sign Types & Notes		
A8.01	First Floor Finish Plan - Unit M		
A8.10	Enlarged Finish Floor Plan		
A9.10	Casework Elevations & Sections		
Plumbing			
P0.01	Plumbing Information, Details, and Schedules		
P1.00	Kitchen Underground Plumbing Demolition Plan		
P1.01	Kitchen Plumbing Demolition Plan		
P2.00	Kitchen Underground Plumbing Plan		
P2.01	Kitchen First Floor Plumbing Plan		
P2.02	Partial Roof Plumbing Plan		
Mechanical			
M0.01	Mechanical Information Sheet		
M1.01	Kitchen Mechanical Demolition Plan		
M2.01	Kitchen Mechanical Plan		
M4.01	Mechanical Details and Schedules		
Electrical			
E0.01	Electrical Information Sheet		
E1.01	Kitchen Demolition Plan		
E2.01	Kitchen Power Plan		
E3.01	Kitchen Lighting Plan		
E4.01	Electrical Details		
E5.01	Electrical Schedules & Partial Riser Diagram		
Kitchen			
E1-K1.0	Kitchen Equipment Plan		
E1-K1.1	Utility Schedules		
E1-K2.0	Electrical Rough-In Plan		
E1-K3.0	Plumbing Rough-In Plan		
E1-K4.0	Special Conditions Plan		



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 ElevatusArchitecture.com

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Hefner Kitchen
 1313 W. Washington Center Road, Fort Wayne, IN 46825

**eliminating racism
 empowering women**
ywca
 Northeast Indiana

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	11/08/2024

PROJECT NO. 2401519
 ISSUE DATE 10.30.2024
 SUBMITTAL
 100% Construction Documents

Title Sheet

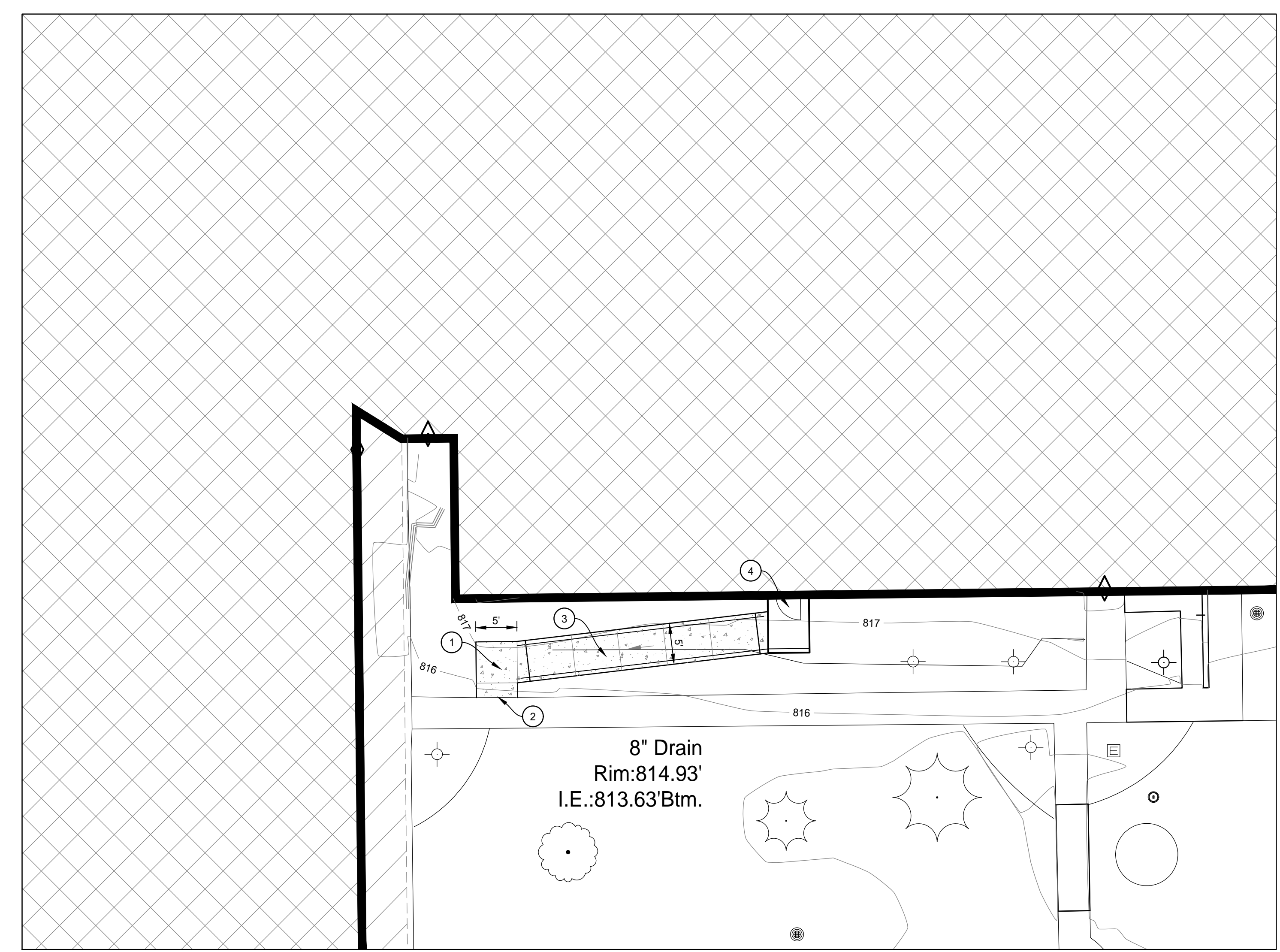
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 Addendum #1 of 11/10/2024 10:42 AM - YWCA Northeast Indiana - Hefner Kitchen

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION #1	11/08/2024

PROJECT NO. 2401519	ISSUE DATE 10-30-2024
SUBMITTAL 100% CONSTRUCTION DRAWINGS	

- LAYOUT NOTES:**
- 4" CONCRETE SIDEWALK PER DETAIL #1/C1.01 AND #2/C1.01. SCORING TO MATCH EXISTING.
 - DOWELED BUTT JOINT SEE DETAIL #3/C1.01
 - ADA RAMP PER DETAIL #4/C1.01.
 - CONCRETE STOOP, SEE STRUCTURAL DRAWINGS

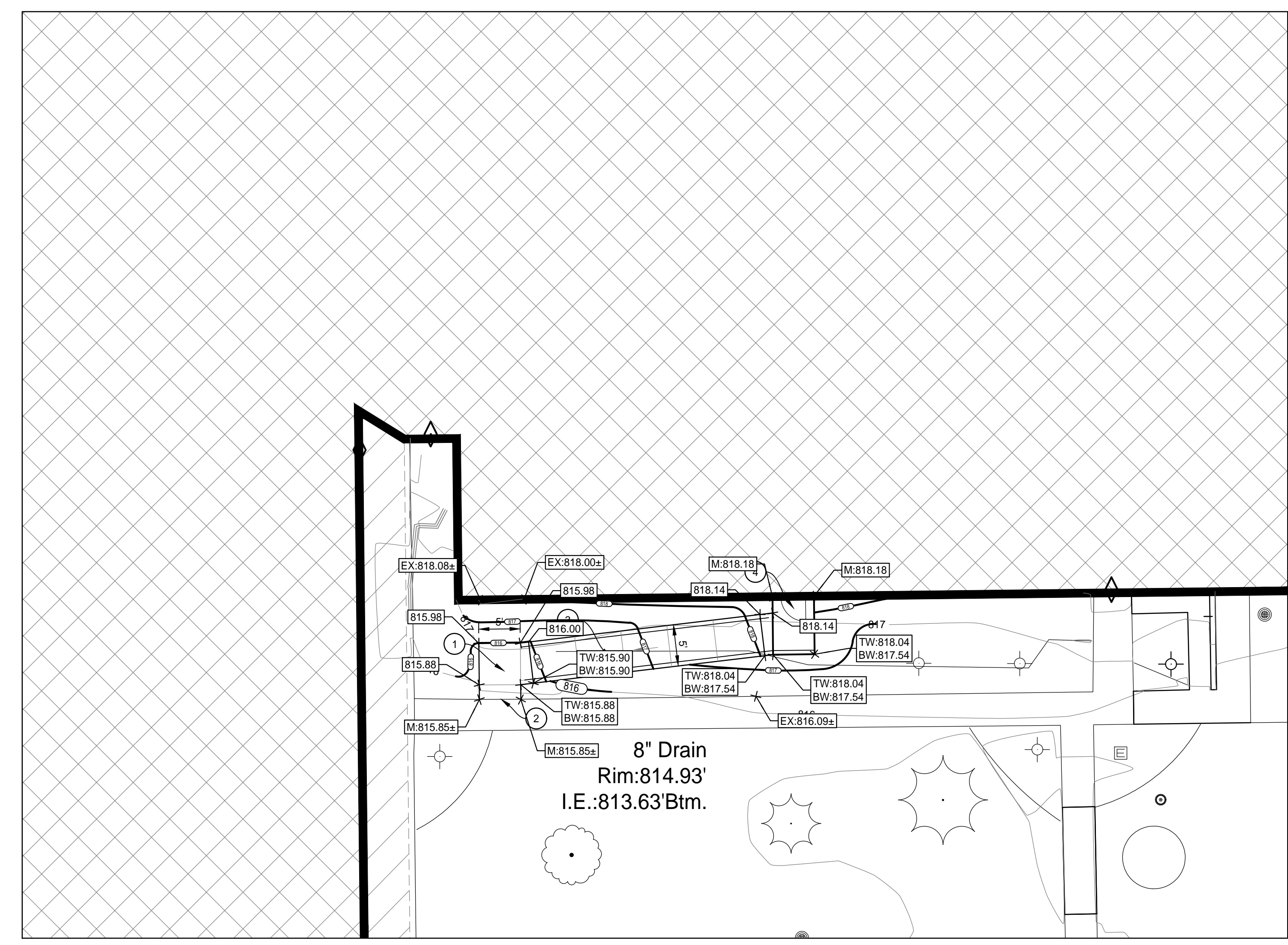
- LAYOUT LEGEND:**
- 4" CONCRETE SIDEWALK PER DETAIL #1/C1.01 AND #2/C1.01. SCORING TO MATCH EXISTING.



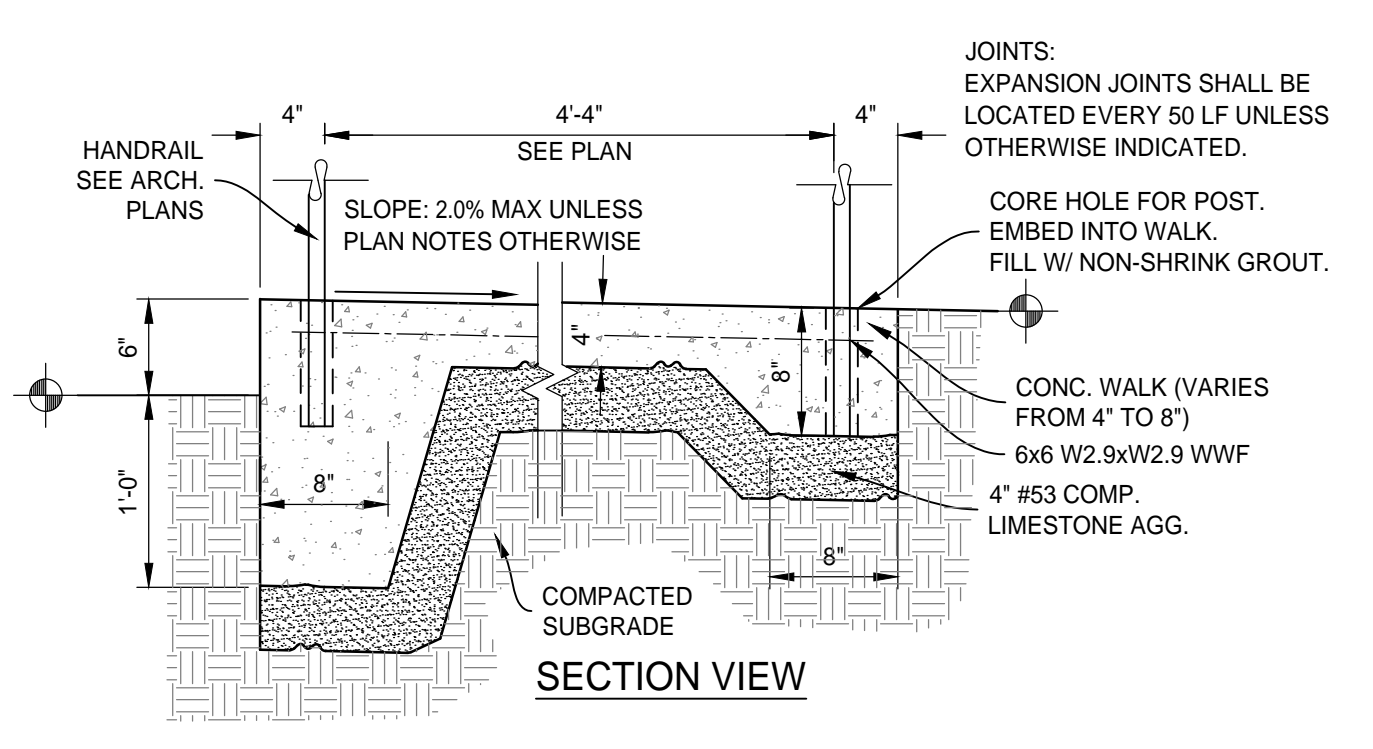
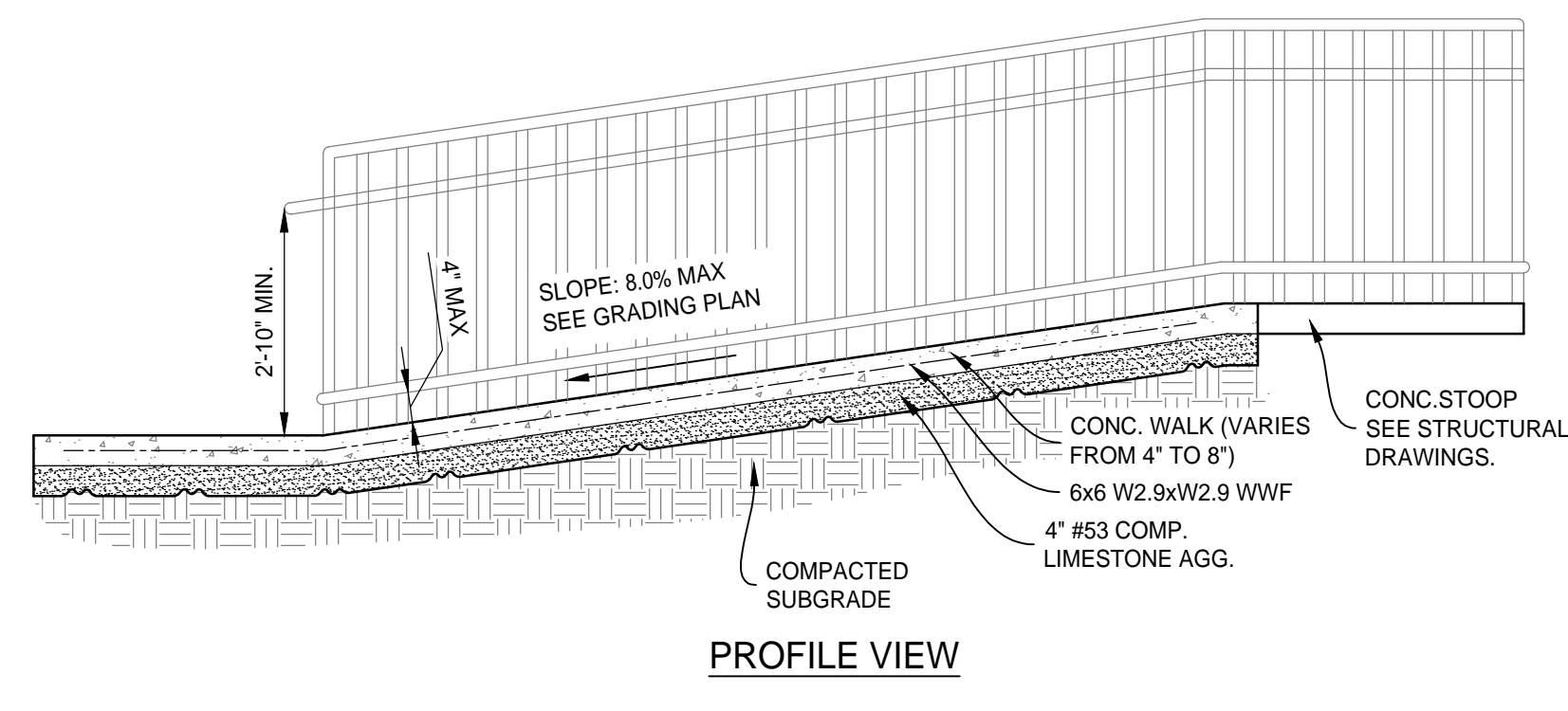
Site Layout Plan
1" = 10'-0"
north

- GRADING LEGEND:**
- MATCH EXISTING SPOT
 - PROPOSED SPOT
 - PROPOSED TOP OF WALL
 - PROPOSED BOTTOM OF WALL
- NOTE: ALL ELEVATIONS ARE TO TOP OF PAVEMENT OR LAWN UNLESS NOTED OTHERWISE.

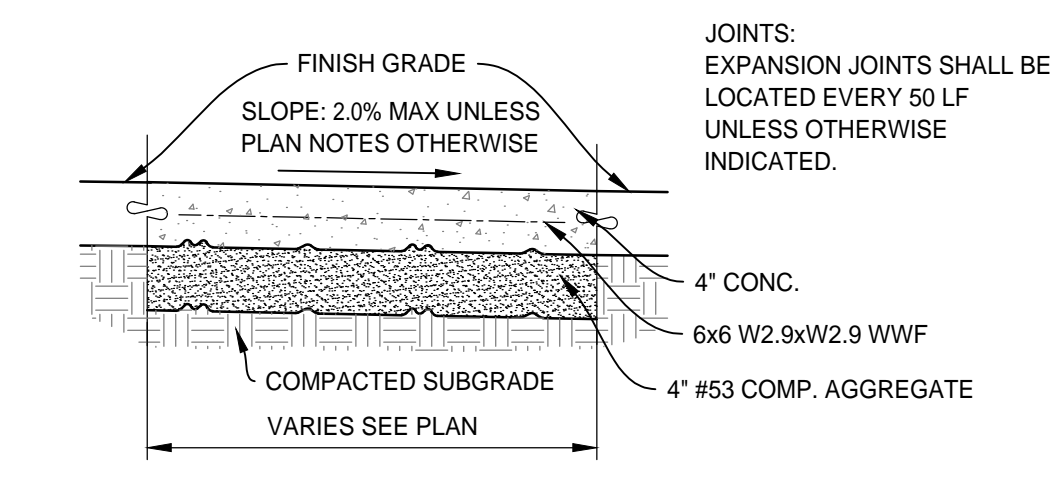
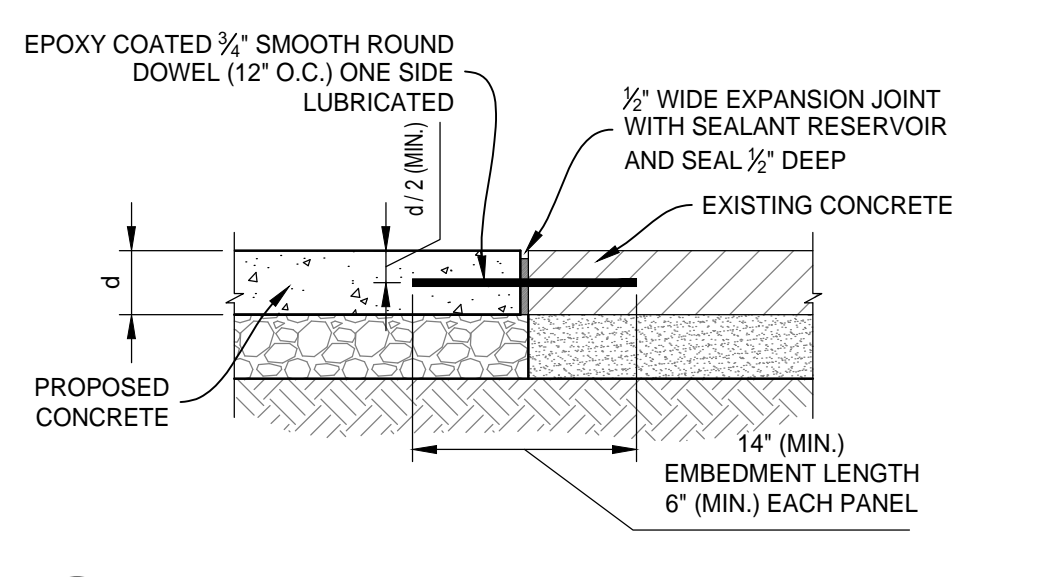
- GRADING NOTE:**
- CONTRACTOR TO PROVIDE AS-BUILT SURVEY OF EXISTING CONDITIONS TO ENGINEER PRIOR TO CONSTRUCTING THE NEW DRIVE ENTRANCE. GRADE SHOTS SHALL BE NO GREATER THAN 5' ON CENTER WITHIN THE AREA SHOWN. CONSTRUCTION MAY COMMENCE AFTER ENGINEER CONFIRMS PROPER DRAINAGE AT INTERSECTION.



Site Grading Plan
1" = 10'-0"
north



4 SIDEWALK W/ HANDRAIL
C1.01 SCALE: 1" = 1'-0"



- CEMENT TYPE: CLASS A CONCRETE, 4000PSI AT 28 DAYS.
- DEPTH OF CONCRETE: 4" TYPICAL
- EXPANSION JOINTS: 1/2" THICK PRE-FORMED EXPANSION JOINT MATERIAL WITH BACKER ROD AND SEALANT SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:
 - WHERE NEW SIDEWALK ABUTS AN EXISTING SIDEWALK, DRIVEWAY, OR CURB.
 - EVERY 50' IN SIDEWALKS THAT ARE 100' OR MORE IN LENGTH.
- SCORED CONSTRUCTION JOINTS: 3/8" TO 1 1/2" DEEP AT 5' INTERVALS.
- CROSS SLOPE: NOT TO EXCEED 2.0%, WITH THE LOWEST PART OF THE SIDEWALK ABOVE THE ADJACENT CURB.
- SURFACE FINISH: LIGHT BROOM FINISH APPLIED FROM SIDE-TO-SIDE OF THE SIDEWALK.
- ADA COMPLIANCE: ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.
- CONCRETE SIDEWALK SHALL BE FORMED WITH FORMS, FULL DEPTH, AND NOT EARTH FORMED.

1 SIDEWALK SPECIFICATIONS
C1.01 SCALE: NONE