

# PROJECT MANUAL

NEW SECURITY FENCING AT

DISTRICT OFFICE

**2015**

JEFFERSON SCHOOL DISTRICT

1219 WHISPERING WIND DRIVE

TRACY, CA 95377



WILSON  
ARCHITECTURE, INC.  
609 15<sup>TH</sup> STREET  
MODESTO, CA 95354  
(209) 577-0114  
(209) 577-0116 FAX

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**NOTICE CALLING FOR BIDS**

**Jefferson School District  
New Security Fencing at District Office**

**Bid Instructions and Conditions**

**Summary of Work:** The providing of all work, including all labor, materials, equipment, and services for New Security Fencing at the Jefferson School District Office, 1219 Whispering Wind Drive, Tracy CA 95377.

**District Contact:** Sam Hagler, Director of Maintenance & Operations – (209) 835-3968

**Bids** will be accepted via mail or hand delivered no later than **Tuesday September 1, 2015 at 10:00 AM** at the Jefferson School District, 1219 Whispering Wind Drive, Tracy CA 95377. Attn: Sam Hagler.

**Pre-Bid Conference** will be held **Tuesday August 18, 2015 at 10:00 AM** at Jefferson School District, 1219 Whispering Wind Drive, Tracy CA 95377; **Interested contractors** can go to the Jefferson School District website [www.jeffersonschooldistrict.com](http://www.jeffersonschooldistrict.com); construction bid packages may be found under the “Quick Links” drop down menu.

**Schedule:** Work to begin on site on or about September 8, 2015; Completion date on or about October 7, 2015 depending on actual date of the Notice to Proceed.

**License:** The bidder must be properly licensed by the California Contractors’ State License Board.

**Bonds & Insurance:** Prior to commencing work, the Contractor is required to furnish the District with the appropriate Performance/Payment Bond (if applicable), Certificate of Insurance listing the Jefferson School District as an Additional Insured and Workers Compensation Insurance.

**Taxes** shall be included in bid prices.

**Safety:** The contractor shall ensure that the area is safe and secure at all times. Tools and materials shall not be left unattended.

**Condition of Site:** At completion of job return entire work area to existing conditions.

**Education Code Section 45125.1:** The contractor shall certify that none of its employees who will be on this school site have been convicted of serious or violent felonies. The contractor shall work in compliance with Education Code Section 45125.1.

**Healthy Schools Act of 2000:** The contractor shall work in compliance with the Healthy Schools Act of 2000.

**Prevailing Wage** As required by the California Labor Code Section 1773, the Director of the Department of Industrial Relations (“DIR”) of the State of California has determined the general prevailing rates of wages in the locality in which the work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT office and are available to any interested party upon request or can also be found at [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr) (Director’s General Prevailing Wage Rate Determination). The Contractor shall post a copy of this document at the job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing wage rates and comply with all statues pertaining to the California Labor Code Section 1777.5, the apprenticeship requirements [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS), to all workers employed in the execution of the Contract.

**Registration with DIR:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public

works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for work), **an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**

**Award of Agreement/Rejection of Bids:** The District reserves the right to reject any or all proposals, to contract work with whomever and in whatever manner, to abandon the Project entirely, or to waive any informality in bids received. No bidder may withdraw any bid for a period of Ninety (90) days after the date set for the opening of bids.

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1 - DEFINITIONS**

1.1 Bidding Documents include the Advertisement or Invitation to Bid. Instructions to Bidders, the bid form, other sample bidding and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipts of bids.

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

1.3 Addenda are drawing or specification modifications issued by the Architect prior to the execution of the Contract which change or interpret the bidding documents by addition, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents. Bids must be submitted to the School Office prior to the specified time and date listed in the advertisement.

1.5 A Bidder is one who submits a bid to a Bidder for a prime contract with Owner for all the work described in these Contract Documents.

1.6 A Sub-bidder is one who submits a bid to a Bidder for materials or labor for a portion of the work.

1.7 Owner is Jefferson School District, hereinafter referred to as "District" or "Owner".

1.8 Architect is Wilson Architecture, Inc., Modesto, California.

### **ARTICLE 2 - BIDDER'S REPRESENTATION**

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance herewith.

2.1.2 He had visited the site and has familiarized himself with the local conditions under which the Work is to be performed.

2.1.3 His Bid is based upon the materials, systems, and equipment described in the Bidding Documents without exceptions.

### **ARTICLE 3 - BIDDING DOCUMENTS**

3.1 Copies:

3.1.1 Bidders may obtain from the Architect complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement or Invitation. The deposit will be refunded to Bidders who submit a bonafide Bid and return the Bidding Documents in good condition within ten days after receipt of bids. The cost of replacement of any missing or damaged

documents will be deducted from the deposit. A Bidder receiving a contract awarded may retain the Bidding Documents and his deposit will be refunded.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete set of Bidding Documents.

3.1.3 The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bidding Documents:

3.2.1 Bidders shall promptly notify the Architect of any conflict, ambiguity, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders requesting such interpretation or correction of the Bidding Documents shall make such inquiry to the Architect, at least three days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding.

3.3 Substitutions:

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitutions.

3.4 Addenda:

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

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

3.4.3 No Addenda will be issued later than two days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

3.4.4 Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

#### ARTICLE 4 - BIDDING PROCEDURE

4.1 Form and Style of Bids:

4.1.1 Bids shall be submitted on the forms provided by the Owner.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

4.1.5 Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.6 Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bid the Bidder to a contract. A Bid by a corporation shall further give the State of Incorporation. A Bid submitted by an agent shall have a current Power or Attorney attached certifying agents authority to bind Bidder.

#### 4.2 Bid Security:

4.2.1 Each Bid shall be accompanied by a bid security in the required form and amount pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid, and will furnish bonds as described hereunder in Article 8 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

4.2.2 The bond shall be written in the form provided, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

#### 4.3 Submission of Bids:

4.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope. The envelope shall be addressed to the party receiving the Bids, and shall be identified with the Project name, the Bidder's name and address, and the portion of the project or category of work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated on the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

4.3.4 Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

#### 4.4 Modification or Withdrawal of Bid:

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



4.4.2 Bids submitted earlier than the time and date designated for receipt of Bids may be modified or withdrawn.

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

4.4.4 Bid security of 10% of bid submittal, is required to be submitted with the bid in the form of a Bid Bond or Cashier's Check.

## ARTICLE 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids:

5.1.1 Properly identified Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and major Alternatives, if any, will be made available to Bidders.

5.2 Rejection of Bids:

5.2.1 Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the Contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible bidder therefore from among those bidders responsive to the call for bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after notification of the award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest bidder or release all bidders.

5.2.2 Competency of Bidders. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. Each bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least fifteen percent (15%) of the Work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

## ARTICLE 6 - SPECIFIC REQUIREMENTS

6.1 Each Bidder, by making his Bid, represents that he understands the following:

6.1.1 Contractor shall furnish job shack and telephone and provide for temporary power and water for his work.

6.1.2 Special notice is given to contractor to comply with Article 4.9.1 of the General Condition. The contractor shall provide a full time superintendent on project whenever work is in progress. The district's inspector will not supervise work.

6.1.3 Special notice is given to the contractor regarding Article 16 of the Supplementary Conditions regarding substitutions. All materials shall be substituted within nineteen (19) days of award of contract.

6.1.4 Submittals shall be presented for approval in accordance with Article 4.1.2 of the General Conditions.

6.1.5 Criminal History Clearance. Pursuant to Education Code Sections 33192 and 45125.1 et seq., the successful bidder will be required to execute a Criminal History Clearance/ Site Protection Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to keep violent or serious offenders away from pupils and staff on the site. Failure to abide with the conditions set forth in the Michelle Montoya School Safety Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

6.1.6 The contract time for this project shall be 30 CALENDAR DAYS from the date documented on the Notice to Proceed.

6.1.7 The amount established as liquidated damages as stated in the Bid Proposal for this project is \$500.00 PER CALENDAR DAY.

6.1.8 The successful contractor will be allowed to substitute securities to guarantee performance under this contract in lieu of withholding any monies from progress payments (usually 10%) by the district. Securities in the amount to be withheld may be deposited either with the district or with a state agency or Federally chartered bank, as escrow agent, who shall pay such monies, together with any interest thereon, to the contractor upon satisfactory completion of the contract, in accordance with Section 4590 of the Government code.

6.1.9 Determination of the lowest responsible bid will be the total combination of all items accepted by the District.

6.2 The Contractor and Subcontractor shall save, defend, hold harmless, and indemnify the District against any and all liability, claims, and cost of whatsoever kind and nature for injury to or death of any person or persons, and for any loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of contractor, and subcontractor, or any employee, agent or representative of contractor or subcontractor.

6.2.1 The Contractor or Subcontractor shall hold the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The contractor agrees to defend, at his own expense, any and all actions brought against the District or himself because of unauthorized use of such articles.

6.2.2 The Contractor shall be responsible for all taxes (local, state or federal) and shall include such in his bid.

## SECTION 7 - Bid Protest

Any bid protest must be in writing and received by the Owner before 5:00pm no later than three (3) working days following Bid opening and shall comply with the following requirements.

- A. The bid protest must contain a complete statement of the basis of the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a bid for the project. A subcontractor of a bidder submitting a Bid for the project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- C. The protest must refer to the specific portion or portions of the contract documents upon which the protest is based.
- D. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- E. The bidder filing the protest must concurrently transmit a copy of the bid protest document and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the Owner no later than 5pm, no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- G. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- H. If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the Owner.
- I. A "working day" for purposes of this section means a weekday during which the Owner's office is open and conducting business.
- J. The Owner reserves the right to shorten the time period for submitting and responding to a bid protest, whenever the Owner or its designee determines it is in the Owner's best interest to do so. Prospective bidders will be notified by addenda of any such change.

END OF SECTION

**BID FORM**

**New Security Fencing**

TO: JEFFERSON SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: New Security Fencing at District Office

Located at: 1219 Whispering Wind Drive, Tracy CA 95377

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377 for the sum of:

**Base Bid:**

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_ )

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation,

facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Declaration is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

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10. The name of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to

the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. \_\_\_\_\_, Class \_\_\_\_\_, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

15. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform the following work, exclusive of supervisory and clerical work, without the services of any subcontractor which shall constitute at least 15% of the total work under the contract:

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16. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

17. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all terms pertaining to Prevailing Wage Rates determined by the Department of Industrial Relations.

18. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

19. The undersigned hereby warrants that CONTRACTOR is registered with the Department of Industrial Relations, pursuant to Labor Code 1725.5.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_

Contractor

Signed by: \_\_\_\_\_

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

\_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*

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\*\*\*\*\*  
\*\*\*\*\*

Partnership Name \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Other Partners: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Signed by: \_\_\_\_\_ President, Dated: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Secretary, Dated: \_\_\_\_\_

[Seal and Attest]

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

<sup>1</sup> A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

\*\*\*\*\*  
\*\*\*\*\*

Joint Venture Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venture  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_  
(Signed)

Doing Business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Seal and Attest)

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\_\_\_\_\_



INFORMATION REQUIRED OF BIDDER

General Information

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties and principals.

(1) Firm name and address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of firm: (Check one)  
 Individual     Partnership     Corporation     Joint Venture

(4) Contractor's License:      Primary class \_\_\_\_\_  
Lic. No. \_\_\_\_\_      Expiration Date \_\_\_\_\_

Supplemental classifications held, if any, and license number(s) and expiration date(s):  
\_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR is properly licensed at the time the bids are opened and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

(5) Have you ever been licensed under a different name or different license number?  
If yes, give name and license number \_\_\_\_\_  
\_\_\_\_\_

(6) Names and titles of all officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Number of years as a contractor in construction work of this type: \_\_\_\_\_

(8) Person who inspected site of the proposed work for your firm:  
Name and Title: \_\_\_\_\_  
Date of Inspection: \_\_\_\_\_

(9) How many years experience in school construction work has your organization had  
(a) as a general contractor? \_\_\_\_\_  
(b) as a subcontractor? \_\_\_\_\_

(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety?  
\_\_\_\_\_ If the answer is "Yes", give dates, name and address of surety and details.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Have you been assessed liquidated damages for any project in the past three years?  
\_\_\_\_\_ If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Have you been in litigation on a question relating to your performance on a contract during  
the past three years? \_\_\_\_\_ If Yes, explain, and provide case name and number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) Have you ever failed to complete a project in the last three years?  
If so, give owner and details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) List the names, addresses and telephone numbers of three Architects or Engineers whose  
job you have worked on in the past three years.

Name	Address	Telephone
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

(15) Do you know or have you ever had any direct or indirect business, financial or other  
connection with any official, employee or consultant of the District or Architect? \_\_\_\_\_  
If so, please elaborate.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INFORMATION REQUIRED OF BIDDER

List of References

The following information should contain persons or entities familiar with the Bidder's Work:

- 1. Name of Agency: \_\_\_\_\_  
Agency Address & Telephone: \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
- 2. Name of Agency: \_\_\_\_\_  
Agency Address & Telephone: \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
- 3. Name of Agency: \_\_\_\_\_  
Agency Address & Telephone: \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_  
City County

Signed: \_\_\_\_\_

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



*AIA Document A101*

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a  
STIPULATED SUM*

**1987 EDITION**

***THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.***

*The 1987 Edition of AIA Document A201, 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.*

This document has been approved and endorsed by The Associated General Contractors of America.

## **AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
Nineteen Hundred and \_\_\_\_\_

**BETWEEN** the Owner:

*(Name and address)*

and the Contractor:

*(Name and address)*

The Project is:

*(Name and location)*

The Architect is:

*(Name and address)*

The Owner and Contractor agree as set forth below.

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**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; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

**4.3** Unit prices, if any, are as follows:

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** 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.

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

**5.3** Provided an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment 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 shall be made by the Owner not later than \_\_\_\_\_ days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add 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), less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** 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.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.



**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

<b>Document</b>	<b>Title</b>	<b>Pages</b>
-----------------	--------------	--------------

- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Pages</b>
----------------	--------------	--------------

**9.1.5** The Drawings are as follows, and are dated  
(*Either list the Drawings here or refer to an exhibit attached to this Agreement.*)

unless a different date is shown below:

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

**9.1.6** The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

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

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*



---

*AIA Document A201*

# General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

##### 1.1.2 THE CONTRACT

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

##### 1.1.3 THE WORK

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

##### 1.1.4 THE PROJECT

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

##### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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, equip-

ment, construction systems, standards and workmanship for the Work, and performance of related services.

##### 1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### 1.2 EXECUTION, CORRELATION AND INTENT

**1.2.1** The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

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

**1.2.4** 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.

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

#### 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

**1.3.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the

Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

#### **1.4 CAPITALIZATION**

**1.4.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

#### **1.5 INTERPRETATION**

**1.5.1** 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.

### **ARTICLE 2**

#### **OWNER**

##### **2.1 DEFINITION**

**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 term "Owner" means the Owner or the Owner's authorized representative.

**2.1.2** The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

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

**2.2.1** The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

**2.2.2** 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.

**2.2.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assess-

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

**2.2.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

**2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

**2.2.6** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

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

**2.3.1** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

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

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

### **ARTICLE 3**

#### **CONTRACTOR**

##### **3.1 DEFINITION**

**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 term "Contractor" means the Contractor or the Contractor's authorized representative.

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

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

**3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

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

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

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

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

### **3.4 LABOR AND MATERIALS**

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

**3.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which 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 AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

### **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 against which the Contractor makes reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

- .1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- 3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- 4 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 Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

### 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

**3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

**3.10.3** The Contractor shall conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for

which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

**3.12.5** The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents 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. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

**3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

**3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

**3.12.10** Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

**3.12.11** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### 3.13 USE OF SITE

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the

Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

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

**3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

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

### **3.17 ROYALTIES AND PATENTS**

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

### **3.18 INDEMNIFICATION**

**3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by 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 which would otherwise exist as to a party or person described in this Paragraph 3.18.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 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 this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.18.3** The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Archi-

tect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

**4.1.3** In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect.

**4.1.4** Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to arbitration.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

**4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when 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 quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

**4.2.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Con-

tractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**4.2.4 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

**4.2.6** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 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, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying

out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

### **4.3 CLAIMS AND DISPUTES**

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.2 Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

**4.3.3 Time Limits on Claims.** Claims by either party must be made 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. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

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

**4.3.6 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

#### **4.3.8 Claims for Additional Time**

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

**4.3.8.2** 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 and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

**4.3.9 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1** The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**4.4.2** If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

**4.4.3** If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

**4.4.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

#### **4.5 ARBITRATION**

**4.5.1 Controversies and Claims Subject to Arbitration.** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.4.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.



**4.5.2 Rules and Notices for Arbitration.** Claims between the Owner and Contractor not resolved under Paragraph 4.4 shall, if subject to arbitration under Subparagraph 4.5.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

**4.5.3 Contract Performance During Arbitration.** During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

**4.5.4 When Arbitration May Be Demanded.** Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.3.2.

**4.5.4.1** When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.5.4.2** A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.1 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

**4.5.5 Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. 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.

**4.5.6 Claims and Timely Assertion of Claims.** A party who files 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. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

**4.5.7 Judgment on Final Award.** 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.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

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

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

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

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.



### **5.3 SUBCONTRACTUAL RELATIONS**

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall 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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

## **ARTICLE 6**

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

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

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

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

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

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

#### **6.2 MUTUAL RESPONSIBILITY**

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

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

**6.2.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

**6.2.5** Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

**6.2.6** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

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

**6.3.1** 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 as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

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

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

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

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

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

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

#### **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 and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Subparagraph 7.3.6.

**7.3.4** 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.

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

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 shall be limited to the following:

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

**7.3.7** Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

**7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

**7.3.9** When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

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

**7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## **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. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

#### **8.2 PROGRESS AND COMPLETION**

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

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

**8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3** This Paragraph 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.

#### **9.2 SCHEDULE OF VALUES**

**9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

**9.3.1.1** Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

**9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

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

**9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Architect may decide not to certify payment and 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 Subparagraph 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 Subparagraph 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 decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, 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 because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

## **9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 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** Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

## **9.7 FAILURE OF PAYMENT**

**9.7.1** 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

## **9.8 SUBSTANTIAL COMPLETION**

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

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or desig-

nated 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 in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. 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 Subparagraph 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make

such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

**9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

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

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

**10.1.2** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

**10.1.3** The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

**10.1.4** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner 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 which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

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

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

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

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

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

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

**10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 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 Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 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 load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### **10.3 EMERGENCIES**

**10.3.1** 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 Paragraph 4.3 and Article 7.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

- .1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

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

**11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

## **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity

other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.1.1** Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

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

**11.3.1.3** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

**11.3.1.4** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

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

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

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



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

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

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

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

**11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

**11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

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

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

## **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 required in writing by the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

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

#### **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

**12.2.2** 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 Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year 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 performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

**12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 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**

**12.3.1** If the Owner prefers to accept Work which 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**

**13.1.1** The Contract shall be governed by the law of the place where the Project is located.

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

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

#### **13.3 WRITTEN NOTICE**

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

#### **13.4 RIGHTS AND REMEDIES**

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

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

#### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures.

The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

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

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

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

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

### **13.6 INTEREST**

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

### **13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1** As between the Owner and Contractor:

- .1 Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## **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 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction;
- .2** an act of government, such as a declaration of national emergency, making material unavailable;
- .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 Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 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; or
- .5** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.1.3** If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

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

**14.2.1** The Owner may terminate the Contract if the Contractor:

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

**14.2.2** When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to jus-

tify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 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, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the

Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, 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** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

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

**14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

## SUPPLEMENTARY CONDITIONS OF THE CONTRACT OF CONSTRUCTION

### ARTICLE 15 - MODIFICATIONS OF THE GENERAL CONDITIONS

15.1 Modification of Paragraph 3.11, Documents and Samples at the site.

15.1.1 Add the following subparagraph 3.11.2 at the end of Paragraph 3.11.1:

Only drawings, specifications, addenda, and change orders bearing the approval of the Owner and the Architect shall be used in executing the work. All such items not so approved shall not be permitted on the job site.

15.2 Modification of Paragraph of Governing laws.

15.3 Modification of Paragraph 11.4, Performance Bond and Labor and Material Payment Bond.

15.3.1 Substitute the following for subparagraph 11.4.1 as set forth below:

The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum or in a penal sum not less than the prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner no later than the date of execution of the Contract.

15.4 Modification of Paragraph 13.5, Testing:

15.4.1 Paragraph 13.5.1: Delete sentence required Contractor to bear costs of test by Public Authorities. Owner will bear cost of all testing and on-site inspector.

15.4.2 Paragraph 13.5.2: Add to paragraph the following sentence: Cost of Retesting of work shall be born by the District, and back charged to the Contractor.

15.5 Modification to Paragraph 9.10, final Completion and Final Payment.

15.5.1 Modify Paragraph 9.10.1 to read:

“Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final application for payment”.

15.6 Clarification of Paragraph 3.9.

15.6.1 “Superintendent...attendance at the project site during the progress of the work.” Is interpreted to mean whenever an independent subcontractor is working at the site.

15.7 Add to paragraph 11.1.2 - Limits of insurance shall be a minimum of:

15.7.1 Until the work is fully completed and accepted by the District, Contractor shall pay for and maintain with companies satisfactory to the District, insurance as indicated below:

- A. Worker's Compensation Insurance - the statutory maximum:
- B. Comprehensive General Liability Insurance - for personal injury - \$1,000,000/each person, each occurrence; and for property damage - \$1,000,000/each occurrence, \$1,000,000/annual aggregate:
- C. Vehicle Liability Insurance - for personal injury minimum - \$300,000/each person. \$500,000/each occurrence; and for property damage - \$300,000/each occurrence.

15.7.2 Any insurance policy required to be maintained hereunder by Contractor shall provide that the District shall be notified in writing ten (10) days prior to the effective date of any change in or cancellation of such policy and shall recite the name of the project and the location of the project site. District and Wilson Architecture, Inc. shall be listed as "additionally insured."

15.7.3 **Contractor shall, before commencing the work, deliver to the certificates of insurance, naming the District as beneficiary**, in form and substance satisfactory to the District, indicating that the Contractor is in compliance with the insurance requirements set forth herein above, and that the Contractual liability insurance of the contractor covers the "indemnification" provision set forth in this document.

ARTICLE 16 - ADDITIONAL CONDITIONS

16.1 Substitution of Materials and Equipment: See Section 1.08 of specifications.

16.2 Equal Opportunity:

16.2.1 During the performance of this Contract, The Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will 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 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 to be provided by an appropriate agency of the Federal Government setting forth the requirement of this Equal Opportunity clause.

(2)The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

16.3 Prevailing Wages:

16.3.1 The Contractor hereby agrees that the project described in this Request for Quotation is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.

16.3.2 The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. Contractor must pay any labor therein described or classified in an amount not less than the rates specified. The wage rates on file at the District are the latest rates available to this office at this time. However, this does not relieve the Contractor or Subcontractor from paying the latest up-to-date Wage Rates as set forth by the California Labor Code. Specify that all labor provided in this quote shall be performed in accordance with the California Labor Code.

16.3.3 In a timely manner following completion of this project, the Contractor agrees to provide the District with certified payroll records for each employee of the Contractor and all subcontractors who worked on the project.

16.3.4 The Contractor understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the District until the contract is complete and the District is in possession of complete certified payroll records for all work performed by the Contractor and all subcontractors in connection with this contract, and is satisfied that prevailing wages fare paid to employees on this project.

#### 16.4 Contract Work Hours:

16.4.1 Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by a subcontractor under this contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar, except provided in Section 1810 to 1816, inclusive, or the Labor Code of California; all the provision where are deemed to be incorporated herein; and it is further expressly stipulated that for each and every violation of said last name stipulations, said Contractor shall forfeit, as a penalty to the State of California, Twenty-five Dollars (\$25.00) for each workman employed in the execution of this contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to work thereon more than eight (8) hours in violation of the provision of said Sections of the Labor Code.

16.4.2 In accordance with the applicable provision of the Labor Code of the State of California, within thirty (30) days after any laborer, workman or mechanic is permitted to work over eight (8) hours in one calendar day due to any such emergency, the contractor doing the work or his duly authorized agent, shall file with the Owner a report verified by his oath, setting forth the nature of said emergency, which report shall contain the name of said worker and the hours worked by him of the said day; and the contractor, and each subcontractor shall also keep accurate records showing the names and the work contemplated by this Agreement, which records shall be opened to all reasonable hours to inspection by the Owner and to the Chief of Division of Labor Law Enforcement of the Department of Industrial Relations, his deputies and agents.

#### 16.5 Apprentices and Trainees:

16.5.1 Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5 as amended, required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee

nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of 15 percent in the ninety (90) days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceed a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual bases statewide or locally, or
- D. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### 16.6 Independent Contractor

16.6.1 The contractor shall act as an independent contractor in the performance of the work. No right of supervision, requirement of approval, or other provision of the contract or subsequent conduct of the parties shall be construed to create the relationship of principal and agent, partners or joint adventurers between the parties.

### ARTICLE 17 - ARCHITECT

17.1 Any reference in any of the Contract Documents to Architect shall mean the Architect of Wilson Architecture, Inc., Modesto, California, Norman E. Wilson.

### ARTICLE 18 - WORK, PERSONAL CONDUCT OF WORKERS

18.1 No drinking of alcohol, smoking or drug use will be tolerated, and shall be cause for immediate dismissal.

18.1.1 Tobacco use, including but not limited to smoking and chewing, will be allowed only at break time in designated areas.

18.1.2 Dress: while it is understood by the nature of the trade that clothing will have normal wear and tear, torn or tattered clothing will not be permitted. Shirts must be worn at all times.

18.1.3 Courtesy: employees of the contractor and all subcontractors are expected to be courteous to District employees, students, and others. Abusive language and cursing are not to be used. Repeated abuses will result in the dismissal of worker and/or contractor from the site/project.

#### ARTICLE 19 - HOUSEKEEPING/WASTE REMOVAL

19.1 Contractor shall take all reasonable steps to protect District property and minimize disruption of District activities. Such steps may include, but are not limited to, scheduling all work so that completion occurs in a timely manner, marking work areas with "caution" warnings, and arranging hours so that noisy or disruptive work is performed when most District employees or students are not present.

19.1.2 Contractor shall keep the project site free from debris, and shall promptly cause to be removed from the project site any accumulation of waste material or debris arising out of the operations of the Contractor. Waste removal and cleanup shall be performed at least daily or more frequently as appropriate.

#### ARTICLE 20 - SAFETY

20.1 No unsafe work practices will be tolerated. Any District employee observing any practices contrary to OSHA regulations or safe work practices shall be authorized to halt construction and notify the Contractor, supervisor, and/or District Support Services.



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Principal) (Seal)  
\_\_\_\_\_ (Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Surety) (Seal)  
\_\_\_\_\_ (Title)

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ \_\_\_\_\_),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_

(Here insert full name, address and description of project)

19 \_\_\_\_\_, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

19

_____	}	_____ (Principal) (Seal)
(Witness)		_____ (Title)
_____	}	_____ (Surety) (Seal)
(Witness)		_____ (Title)

# THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document A311

## Performance Bond

---

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal; hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_ ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_

(Here insert full name, address and description of project)

19\_\_\_\_, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

19

\_\_\_\_\_  
(Witness)

} \_\_\_\_\_ (Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

} \_\_\_\_\_ (Surety) (Seal)  
\_\_\_\_\_  
(Title)

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor code Section 3700:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial relations of ability to self-insure and to pay any compensation that may be due to his employees.

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of this contract.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract).

**CERTIFICATION OF NON-COLLUSION**

I hereby certify that the price(s) quoted have been arrived at independently, and will not be disclosed to other vendors.

Further, I certify that no attempt has been made or will be made to induce anyone to refrain from quoting, or to submit any complementary quote on the proposed Contract, and that this quotation is offered in good faith.

I certify under penalty of perjury that this, and all information provided in this quote is true to the best of my knowledge.

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**CERTIFICATION OF ASBESTOS-FREE CONSTRUCTION**

Asbestos-containing products shall not be specified for use in the proposed project. I hereby certify that all materials used shall not contain asbestos in any quantity.

Further, I certify that asbestos-containing materials in any quantity shall not be substituted for use in any portion of the proposed project.

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# TECHNICAL SPECIFICATION



## **SECTION 01010 - SUMMARY OF WORK**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

1.1.1 Work included: The providing of all work, including all labor, materials, equipment, and services for the Installation of a new security fencing and signage as shown on the drawings..

1.1.2 Off site Construction: None

#### **1.2 CONDUCT OF THE WORK**

1.2.1 The Contractor shall be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the Project Drawings and Specifications, Addenda which may be issued during the period of bidding, and Change Orders issued after award of the Contract.

1.2.2 The Contractor shall take over and assume all responsibility for the entire warehouse premises and shall provide and maintain all protections required by the governing laws, Cal OSHA rules, regulations and ordinances. The Contractor shall also confirm and establish acceptable method of utilizing the existing area with the School Superintendent prior to starting any work, including access, parking, storage, and security areas.

1.2.3 The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage or injury without cost to the Owner.

1.2.4 The Contractor shall provide and maintain suitable temporary sidewalks, closed passageways, fencing, or other structures as required by law, security and safety so as not to obstruct or interfere with traffic in building, public streets, etc.; leave access to hydrants, provide walks over and around any obstruction made in a public place in carrying on the Contract; and maintain from the beginning of twilight through the whole of every night, on or near the construction, sufficient light and guard to protect all roadways and sidewalks in proper condition and leave the same in such condition at the termination of the work. All enclosures, protections, etc., shall be removed from the premises when directed.

1.2.5 The Contractor shall send proper notices, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities and owners facilities/premises, including mail boxes, fire plugs, telephone and power poles and wires and all other items of this character on and around the building site, assuming all responsibility and paying all costs for which the Owner may be considered liable.

1.2.6 When the whole or any portion of the work is suspended for any reason, the Contractor shall properly cover over, secure, and protect such of his work as may be liable to sustain injury from any cause.

1.2.7 The owner will provide and pay for all soil compaction testing, special inspection,

and testing lab services as required or deemed necessary. All retesting due to defective materials shall be provided and paid for by the owner, the amount subtracted from the contract cost.

1.2.8 NOT USED

1.2.9 All supports, temporary shoring, etc. are the contractors sole responsibility.

END OF SECTION

## SECTION 01027 - APPLICATIONS FOR PAYMENT

### 1.0 GENERAL

#### RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

### 1.01 SUMMARY:

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals."

### 1.02 SCHEDULE OF VALUES:

Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's construction schedule.
- Application for Payment form.
- List of subcontractors.
- List of products.
- List of principal suppliers and fabricators.
- Schedule of submittals.

Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

Identification: Include the following Project identification on the Schedule of Values:

- Project name and location.

Name of the Construction Manager.  
Project Number.  
Contractor's name and address.  
Date of submittal.

Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

Generic name.  
Related Specification Section.  
Name of subcontractor.  
Name of manufacturer or fabricator.  
Name of supplier.  
Change Orders (numbers) that have affected value.  
Dollar Value of item shall be the contract or purchase amount.  
Separate contracts and suppliers shall not be combined on a single line item.  
Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in sufficient detail as directed by the Owner/Construction Manager upon Notice to Proceed to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials for each subsequent stage of completion, and for total installed value of that part of the Work.

Unit Cost Allowances: Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.

Margins of Cost: Each line item shall be the direct contractor/subcontractor amount.

The Contractor's profit and overhead shall be listed on the schedule of values and shall be billed monthly, based on the percentage of work completed.

The Contractor's General Conditions shall be billed equally each month, billed on the duration of the project. If the Contractor is behind schedule, the amount per month shall be reduced.

At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.

Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.03 APPLICATIONS FOR PAYMENT:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use Application and Certificate for Payment (Attachment 1a) and Continuation Sheets (Attachment 1b).

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Submit one (1) copy each of initial rough draft of pay application to Construction Manager and Project Inspector of Record for review. Provide quantities, invoices, shipping tags, subcontractor back-up, etc., as requested, in order to facilitate the review. Construction Manager shall return pay application to Contractor following review.

Transmittal: Submit four (4) executed copies of each Application for Payment and rough draft with corrections to the Construction Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Construction Manager.

Waivers of Mechanics Lien: Waivers will be required throughout the project, in the following sequence:

First Construction Request: The General Contractor will submit with the first request a "Conditional Waiver and Release Upon Progress Payment," signed by

the General Contractor and another signed by each subcontractor/supplier, and a "Summary of Lien Releases" which totals the current request. The subcontractor/supplier waiver shall be equal to the amount requested on the payment application.

Subsequent Construction Request: After the first request has been paid, each subsequent request shall be accompanied by a "Summary of Lien Releases," and a "Conditional Waiver and Release Upon Progress Payment" for the new request. Also submit an "Unconditional Waiver and Release Upon Progress Payment" for the work previously performed and paid in prior requests.

Waiver Forms: Submit waivers of lien on forms acceptable to Owner, and executed in a manner acceptable to the Owner. Owner will supply such forms to the Contractor upon request.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- List of subcontractors and entire executed subcontract.
- List of principal suppliers, fabricators and copy of purchase order/contract.
- Schedule of Values.
- Contractor's Construction Schedule (preliminary if not final).
- Schedule of principal products.
- Schedule of unit prices.
- Submittal Schedule (preliminary if not final).
- List of Contractor's staff assignments.
- List of Contractor's principal consultants.
- Copies of authorizations and licenses from governing authorities for performance of work.
- Initial progress report.
- Certification of insurance and insurance policies.
- Performance and payment bonds (if required).
- Data needed to acquire Owner's insurance.
- Initial settlement survey and damage report, if required.
- Update on Project As-Builts.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

- Occupancy permits and similar approvals.

Warranties (guarantees) and maintenance agreements.  
Test/adjust/balance records (where applicable).  
Maintenance instructions (where applicable).  
Meter readings.  
Start-up performance reports.  
Changeover information related to Owner's occupancy, use, operation and maintenance.  
Final cleaning.  
Application for reduction of retainage, and consent of surety.  
Advice on shifting insurance coverages.  
List of incomplete Work, recognized as exceptions to Construction Manager's Certificate of Substantial Completion.  
Summary of Lien Releases.  
Certified List of All Contractors.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

Completion of Project closeout requirements.  
Completion of items specified for completion after Substantial Completion.  
Assurance that unsettled claims will be settled.  
Assurance that Work not complete and accepted will be completed without undue delay.  
Transmittal of required Project construction records to Owner.  
Proof that taxes, fees and similar obligations have been paid.  
Removal of temporary facilities and services.  
Removal of surplus materials, rubbish and similar elements.  
Contractors Affidavit of Payment of Debts and Claims. (Attachment 2)  
Contractors Affidavit of Release of Liens. (Attachment 3)  
Consent of Surety Company to Final Payment. (Attachment 4)  
Unconditional Waiver and Release of Final Payment.

END OF SECTION

**APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER EDITION**

ONE PAGE

TO OWNER: PROJECT: FROM CONTRACTOR: CONTRACT FOR: VIA ARCHITECT: VIA CONSTRUCTION MANAGER:

APPLICATION No: PERIOD TO: PROJECT No's: CONTRACT DATE: DISTRIBUTION TO: OWNER CONST. MANAGER ARCHITECT CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$
- 2. Net Change By Change Orders ..... \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$
- 4. TOTAL COMPLETED & STORAGE TO DATE ..... \$
- 5. RETAINAGE:
  - a. % of Completed Work ..... \$
  - (Column D + E on Continuation Sheet)
  - b. % of Stored Material ..... \$
  - (Column F on Continuation Sheet)
- Total Retainage ..... \$
- 6. TOTAL EARNED LESS RETAINAGE ..... \$
- (Line 5a + 5b or Total Column I on Continuation Sheet)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... \$
- (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$
- (Line 3 less 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on onsite observation and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: By: \_\_\_\_\_ Date: \_\_\_\_\_  
 ARCHITECT: By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**CONTINUATION SHEET**

PAGE OF PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED TO DATE (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G + C)			

**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

Form 3 NOTE: This form of release complies with the requirements of Civil Code Section 3262 (d) (1). It is to be used by a party who applies for a progress payment, when the progress payment has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

---

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

---

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (if none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO: CONTRACTOR:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. Form "CONSENT OF SURETY" may be used for this purpose.  
Indicate attachment: yes \_\_\_\_\_ no \_\_\_\_\_

Address:

The following supporting documents should be attached hereto if required by the Owner:

BY:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Form "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS".

Subscribed and sworn to before me this

day of 20\_\_

Notary Public:

My Commission Expires:

Section 01027  
Attachment 2

ONE PAGE

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

---

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

---

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Liens attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of

20\_\_

Notary Public:

My Commission Expires:

---

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

Form 3 NOTE: This form of release complies with the requirements of Civil Code Section 3262 (d) (3). It is not effective until the check that constitutes final payment has been properly endorsed and has cleared the bank.

PROJECT: (Name, Address)

PROJECT NO.

CONTRACT FOR:

TO: (Owner)

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company here)

, SURETY COMPANY,

on bond of (insert name and address of Contractor here)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of Owner here)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

day of 20\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

Attest:  
(Seal):

\_\_\_\_\_  
Title

NOTE: This form is to be used as a companion document to CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.

Section 01027  
Attachment 4

ONE PAGE

## SECTION 01035 - MODIFICATION PROCEDURES

### PART ONE - GENERAL

#### 1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.02 SUMMARY

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

Related Sections: The following sections contain additional information related to modification procedures:

1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule and Product Substitutions.
3. Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.

#### 1.03 MINOR CHANGES IN THE WORK

All minor changes in the work, even those not involving an adjustment to the Contract Sum or Contract Time, will require a change order. Any change to the plans or specifications must be approved by the Office of the State Architect.

#### 1.03 CHANGE ORDER PROPOSAL REQUESTS:

Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Owner, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

Proposal requests issued by the Owner are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.

Unless otherwise indicated in the proposal request, within 14 days of receipt of the proposal request, submit to the Owner for review an estimate of cost necessary to execute the proposed change.

1. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Contractor-Initiated Change Order Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section 01300 "Submittals", Substitutions, if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

Contractor agrees that the percentage markup for all overhead and profit shall be calculated as follows:

1. If the Contractor performs the work with its own forces, its percentage markup for overhead and profit shall not exceed fifteen percent (15%) of its hard costs.
2. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its percentage markup shall not exceed five percent (5%) of its subcontractor's hard costs for such work.
3. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its subcontractor's percentage markup shall not exceed ten percent (10%) of its subcontractor's hard costs for such work.
4. The **total** percentage markup on any change order shall not exceed fifteen percent (15%) of the actual cost of such work.
5. The above percentage markups for overhead and profit (including that for work performed by subcontractors) are understood to include Contractor's and subcontractor's site supervision costs, home office overhead, profit margin, insurance, general conditions, small tools, consumables, and all other factors. The actual cost of additional bond capacity, not to exceed two percent (2%) of the increased value of the Contract, shall be added to change orders.

Proposed Change Order Form: Use form (Attachment 1) for Change Order Requests.

#### 1.05 CONSTRUCTION CHANGE DIRECTIVE:

Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Request, the Owner may issue a Construction Change Directive (Attachment 2), instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Time must be verified by the Project Inspector of Record or Owner during the course of the work.

After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.05 CHANGE ORDER PROCEDURES:

Upon the Owner's approval of a Change Order Request, the Owner will issue a Change Order (Attachment 3) for signatures of the Owner and Contractor, as provided in the Conditions of the Contract. All parties must comply with Section 4-338, Part 1, Title 24, including addenda and change orders.

END OF SECTION

# PROPOSED CHANGE ORDER

Distribution to:

- OWNER
- ARCHITECT
- CONSTRUCTION MANAGER
- CONTRACTOR
- FIELD
- OTHER

PROJECT:  
(Name, address)

**PCO NUMBER:** \_\_\_\_\_

TO:

DATE:  
PROJECT No.:

Reference: RFI # \_\_\_\_\_ PR # \_\_\_\_\_ ASI# \_\_\_\_\_  
CCA # \_\_\_\_\_ CCD # \_\_\_\_\_

CONTRACT FOR:

CONTRACT DATE:

Description of work:

## **1. Subcontractor Work** (mark-up not to exceed 10%)

*(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)*

- |    |                     |          |
|----|---------------------|----------|
| 1. | Subcontractor Quote | \$ _____ |
| 2. | Subcontractor Quote | \$ _____ |
| 3. | Subcontractor Quote | \$ _____ |
|    | <b>SUBTOTAL</b>     | \$ _____ |

Contractor mark-up on Sub work (not to exceed 5%) \$ \_\_\_\_\_

**TOTAL - 1** \$ \_\_\_\_\_

## **2. Work Performed by Prime Contractor**

*(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)*

- |                 |          |
|-----------------|----------|
| Materials       | \$ _____ |
| Labor           | \$ _____ |
| Equipment       | \$ _____ |
| <b>SUBTOTAL</b> | \$ _____ |

Prime Contractor OH&P (not to exceed 15%) \$ \_\_\_\_\_

**TOTAL - 2** \$ \_\_\_\_\_

**TOTAL - 1 & 2** \$ \_\_\_\_\_

Bond Premium (actual rate, not to exceed 2%) \$ \_\_\_\_\_

**TOTAL PROPOSED CHANGE** \$ \_\_\_\_\_

Extension of Contract Time proposed \_\_\_\_\_ Days.

Prepared by \_\_\_\_\_

Date \_\_\_\_\_





**CONSTRUCTION  
CHANGE DIRECTIVE**

**CONSTRUCTION MANAGER EDITION**

- Distribution to:
- OWNER
  - ARCHITECT
  - CONSTRUCTION MANAGER
  - CONTRACTOR
  - FIELD
  - OTHER

PROJECT:  
(Name, address)

DIRECTIVE NUMBER:

TO (Contractor):

DATE:  
PROJECT No.:

CONTRACT FOR:

CONTRACT DATE:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS	Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.
<p>1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:</p> <p><input type="checkbox"/> Lump Sum (increase)(decrease) of \$ _____</p> <p><input type="checkbox"/> Unit Price of \$ _____ per _____</p> <p><input type="checkbox"/> as follows:</p>	<p>Contractor _____</p> <p>Address _____</p> <p>City, State &amp; Zip _____</p>
<p>2. The Contract Time is proposed to (be adjusted)(remain unchanged). The proposed adjustment, if any, is (an increase of _____ days)(a decrease of _____ days).</p>	<p>BY: _____</p> <p>DATE: _____</p>

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

OWNER	CONSTRUCTION MANAGER	ARCHITECT
Address	Address	Address
BY: _____	BY: _____	BY: _____
DATE: _____	DATE: _____	DATE: _____

Section 1035 - Attachment 2

**CHANGE ORDER**  
DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT:  
(name, address)

CHANGE ORDER NUMBER:  
DATE:

TO CONTRACTOR:  
(name, address)

ARCHITECT'S PROJECT NO:  
CONTRACT DATE:  
CONTRACT FOR:

The Contract is changed as follows:

ITEM #1:  
Requested by:  
Reason:

ITEM #2:  
Requested by:  
Reason:

ITEM #3:  
Requested by:  
Reason:

ITEM #4:  
Requested by:  
Reason:

ITEM #5:  
Requested by:  
Reason:

Sub-Total

**Not Valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum)(Guaranteed Maximum Price) was ..... \$ 0.00  
 Net Change by previous authorized Change Orders..... \$ 0.00  
 The (Contract Sum)(Guaranteed Maximum Price) was ..... \$ 0.00  
 The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased) (unchanged) by this Change Order in the amount of..... \$ 0.00  
 The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be. .... \$ 0.00  
 The Contract Time will be (increased)(decreased)(unchanged) by..... (0) days  
 The date of Substantial Completion as of the date of this Change Order therefore is ..... XX/XX/XXXX

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have not been authorized by Construction Change Directive.

**ARCHITECT**

**CONTRACTOR**

**OWNER**

BY

BY

BY

DATE

DATE

DATE

**DOCUMENT G701 ● CHANGE ORDER**

Section 1035 - Attachment 3

## SECTION 01070 - CUTTING AND PATCHING

### PART ONE - GENERAL

#### 1.1 DESCRIPTION

1.1.1 Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the work required to complete the work or to:

- (1) Make the several parts fit properly.
- (2) Uncover work to provide for installation, inspection or both, of ill-timed work.
- (3) Remove and replace work not conforming to requirements of the Contract Documents.
- (4) Remove and replace defective work.

1.1.2 Related work described elsewhere:

- (1) In addition to other requirements specified, upon the Architect's request, uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.
- (2) Do not cut or alter work performed under separate contract without the Architect's written permission.
- (3) Summary of work: Section 01010
- (4) Submittals: Section 01300

#### 1.2 QUALITY ASSURANCE

Perform all cutting and patching in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the Architect's written direction.

#### 1.3 SUBMITTALS

1.3.1 Request for the Architect's permission: Submit a written request to Architect well in advance of executing any cutting or alteration which affects:

- (1) The work of any separate Contractor.
- (2) The structural value of integrity of any element of the project.

- (3) The integrity or effectiveness of weather-exposed or moisture-resistant elements of systems.

1.3.2 The request shall include:

- (1) Description of the affected work.
- (2) The necessity for cutting, alteration or excavation.
- (3) Description of the proposed work:
  - a. The scope of cutting, patching, alteration, or excavation.
  - b. The trades who will execute the work.
  - c. Products proposed to be used.
  - d. The extent of refinishing to be done.
- (4) Alternatives to cutting and patching.
- (5) Cost proposal, when applicable.

1.3.3 Changes: Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01300.

1.3.4 Uncovered work: Submit a written notice to the Architect designating the date and the time line the work will be uncovered.

## PART TWO - PRODUCTS

### 2.1 MATERIALS

For replacement of work removed, use materials which comply with the pertinent Section of these Specifications.

### 2.2 PAYMENT FOR COSTS

Perform all cutting and patching needed to comply with the Contract Documents at not additional cost to the owner.

## PART THREE - EXECUTION

### 3.1 INSPECTION

3.1.1 Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.

3.1.2 After uncovering work, inspect the conditions affecting the installation of products, or performance of the work.

3.1.3 Report unsatisfactory or questionable conditions to the Architect in writing; do not proceed with the work until the Architect has provided further instructions.

### 3.2 PREPARATION

3.2.1 Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.

3.2.2 Provide devices and methods to protect other portions of the project from damage.

3.2.3 Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

### 3.3 PERFORMANCE

3.3.1 Execute cutting by methods which will prevent damage to other work, and will provide proper surfaces to receive installation or repairs.

3.3.2 Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

3.3.3 Employ the original installer or fabricator to perform cutting and patching for:

- (1) Weather-exposed or moisture-resistant elements.
- (2) Sight-exposed finished surfaces.

3.3.4 Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

3.3.5 Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of Contract Documents.

3.3.6 Fit work air-tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.

3.3.7 Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

- (1) For continuous surfaces, refinish to nearest intersection.
- (2) For an assembly, refinish the entire unit.

END OF SECTION



## SECTION 01085 - APPLICABLE STANDARDS

### PART ONE - GENERAL

#### 1.1 DESCRIPTION

##### 1.1.1 Work included:

1.1.1.1 Throughout the Contract Documents, reference is made to codes and standard which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

1.1.1.2 Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.

1.1.1.3 It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect, to deliver to the Architect all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Architect, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect.

1.1.2 Related work described elsewhere: Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications.

#### 1.2 QUALITY ASSURANCE

1.2.1 Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

1.2.2 Rejection of non-complying items: The Architect reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The Architect further reserves the right, and without prejudice to other recourse the Architect may take, to accept non-complying items subject to an adjustment in the contract Amount as approved by the Architect and the Owner.

1.2.3 Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

ACI	=	American Concrete Institute
AISC	=	American Institute of Steel Construction
ANSI	=	American National Standards Institute (Successor to USASI and ASA)
ASTM	=	American Society for Testing and Materials
AWS	=	American Welding Society, Inc.

AWWA	=	American Water Works Association, Inc.
CRSI	=	Concrete Reinforcing Steel Institute
FGMA	=	Flat Glass Marketing Association
NEC	=	National Electrical Code (see NFPA)
NEMA	=	National Electrical Manufacturers Association
NFPA	=	National Fire Protection Association
TCA	=	Tile Council of America, Inc.
UL	=	Underwriter's Laboratories, Inc.

Fed Specs and Fed Standards

		Specifications Sales (3FRI)
		General Services Administration
MIL-SPECS	=	Military Specifications
		Superintendent of Documents
		U.S. Government Printing Office
CBC	=	California Building Code
		International Conference of Building Officials
AIA	=	American Institute of Architects
AIEE	=	American Institute of Electrical Engineers
ASA	=	American Standards Association
CRA	=	California Redwood Association
DFPA	=	Douglas Fir Plywood Association (now known as)
		American Plywood Association
NBFU	=	National Board of Fire Underwriters
NBS	=	National Bureau of Standards
DSA	=	Division of the State Architect
		Department of General Services
WCLA	=	West Coast Lumberman's Association
WIC	=	Woodwork Institute of California
CCR	=	California Code of Regulations

END OF SECTION

## SECTION 01090 - PROJECT REQUIREMENTS

### PART ONE - GENERAL

#### 1.1 DESCRIPTION

##### 1.1.1 Work included: Compliance with standard and industry specifications:

- (1) Any materials or operation specified by reference to the published specifications of a manufacturer, or other published standards shall comply with the requirements of the standard listed.
- (2) In case of conflict between the referenced specifications and the project specifications, the project specifications shall govern.
- (3) In case of conflict amount the referenced specifications or standards, the more stringent requirements shall govern.
- (4) The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that the material or products delivered to the project meet the requirements specified. However, such certificate shall not relieve the Contractor from the responsibility of complying with any added requirement specified herein.
- (5) Reference to Standard Specifications, Federal Specifications, Handbooks, Codes, etc., throughout these specifications shall be construed to include all the latest addenda, amendments, or errata, and shall govern.

##### 1.1.2 Permits, Fees, and Taxes:

- (1) The owner will pay for the fees for the building permit and the water taps. The contractor will pay for all other utility fees required by the project.
- (2) The Contractor shall include all sales and service tax required by law and regulations applicable.

##### 1.1.3 Required Services - Professional Soils Engineer:

- (1) The owner may employ a qualified professional soils engineer, acceptable to the Architect. He will approve all work in connection with the excavation, backfilling and compaction operations of the project.

##### 1.1.4 Inspections:

- (1) Observation of normal construction operations will be performed by authorized representatives of the District. These observations will include excavations, footing and slabs, framing, electrical wiring, plumbing stacks, etc. and be employed by the Owner.

- (2) The work will be conducted under observation by the Architect. Construction procedures, materials, and equipment including all features of the work will be subject to inspection. No inspector or representative is authorized to change any provisions of the specifications, nor shall the presence or absence of any inspector relieve the General Contractor from any requirements of the Contract.

1.1.5 Omissions: Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the drawings and specifications, the specifications shall govern. Omission from the drawings or specification or the misdescription of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

1.1.6 Safety requirements: The Contractor and each of the subcontractors shall abide by all the requirements of the Standards of Safety of the State, O.S.H.A., and local authority as may have jurisdiction over the work.

1.1.7 As-built Drawings: The Contractor shall, during the progress of the work, keep an accurate record of all changes and corrections from the layouts shown on the drawings. The Contractor shall indicate on record drawings a measured distance along the pipes to locate each valve and run of pipe so that the valve may be relocated in the event surface opening becomes covered over. Upon completion of construction and prior to final payment, the Contractor shall submit to the Architect reproducible copies showing these changes and records.

1.1.8 Survey data: It shall be the responsibility of the Contractor to layout all lines and grades required for the work in this contract, in accordance with the property survey and applicable drawings.

1.1.9 Utilities easements: The General Contractor shall be responsible for establishing the location of all utilities easements described in the property description and shown on the survey and for seeing that applicable Utilities are confined to these reservations or easements.

1.1.10 Coordination of trades: The contract drawings are in part diagrammatic and show the general arrangement of ducts, piping, and work of other mechanical trades. The General Contractor shall have a competent construction superintendent on the job site to coordinate all field work and shop drawings of the various trades prior to installation and/or submission of field or shop drawings for approval.

1.1.11 Traffic control and parking: It is anticipated that a large portion of the employees on the site will use automobiles for transportation to and from work. It shall be the responsibility of the Contractor to control traffic on the site, and to provide necessary parking areas for all workmen in suitable locations as approved by the Architect.

1.1.12 The General Contractor shall, under regulations prescribed by the Architect, use only established roadways or construct and use such temporary roadways as may be authorized

by the Architect. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, State or Local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor. All existing sidewalks, curbs and pavements disturbed, broken, removed or otherwise damaged by or during the performance of the work under this contract shall be replaced without additional cost to the owner. Replacement sidewalks, curbs, and pavements shall be constructed of similar materials and by methods utilized in the original construction. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work and shall not present depressions or humps.

1.1.13 Misplaced materials:

- (1) Any material that is deposited elsewhere than as designated and approved by the Architect shall be rehandled and deposited where directed. No payment will be made for rehandling such material.
- (2) The Architect will notify the General Contractor of any non-compliance with the foregoing provisions and the action to be taken. The General Contractor shall, after receipt of such notice, immediately correct the condition. Such notice, when delivered to the General Contractor or his representative at the site or work, shall be deemed sufficient for the purpose.
- (3) Compliance with the provisions of this article by subcontractors will be the responsibility of the contractor.

1.1.14 Cooperation with using agency and other contractors: Coordination between Contractors. It shall be the responsibility of the prime contractors for this project and any related off-site projects, respectively, to be fully informed of the extent of the limits of work to be performed by the other prime contractors. Should there be any conflict between these limits, it shall be brought to the attention of the Architect, and the Architect's decision shall be final. Stakes, with proper identification and markings, shall be set by the Contractor for on-site work, or related off-site work, whichever precedes the other, for the exact location of all underground utilities common to both contracts.

1.1.15 Noise and dust control: Make adequate provisions for the control of dust and reasonable provisions to limit excessive noise.

1.1.16 Spare parts data: The General Contractor shall furnish duplicate copies of spare parts data for all equipment furnished and installed under this contract. This data shall be in the form of an equipment manufacturer's spare parts catalog and an operation and maintenance manual. Accompanying the spare parts catalog shall be a list indicating the quantity of each spare part which the equipment manufacturer recommends as required to insure efficient operating capability for a period of 180 days. This list shall also indicate the unit price of each spare part and the source of procurement. Furnishing this data is not to relieve the General Contractor or manufacturer of responsibility for guarantees of installed equipment provided for in the contract, nor is it intended to modify trade practices which normally provide spare parts with the purchase of the equipment.

1.1.17 Specification sections: The subdivision of these specifications into the various section of work and references therein and in the drawings to subcontractors work and references therein and in the drawings to subcontractors work is for the convenience of the Contractor and shall not make the Architect an arbiter to establish limits to any subcontract work.

1.2 Related work described elsewhere

(1) Submittals and substitutions: Section 01300

(2) Project closeout: Section 01700

## PART TWO - PRODUCTS

2.1 Products - None

## PART THREE - EXECUTION

3.1 Contractor shall perform all duties and comply with all items specified above.

END OF SECTION

## **SECTION 01300 - SUBMITTALS AND SUBSTITUTIONS**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

##### **1.1.1 Work included:**

1.1.1.1 Wherever possible throughout the contract documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

1.1.1.2 To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Architect.

1.1.1.3 Make all submittals required by the contract documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.2 Related work described elsewhere: Individual requirements for submittals are described in pertinent other sections of these specifications.

#### **1.2 QUALITY ASSURANCE**

1.2.1 Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the contract documents. By affixing the contractor's signature to each submittal, certify that this coordination has been performed.

##### **1.2.2 Certificate of compliance:**

1.2.2.1 Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after test are performed on selected samples, the material is found to not meet specified requirements.

1.2.2.2 Show on each certification the name and location of the work, name and address of Contractor, quantity and date of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company.

Certification shall be in the form of letter of company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

1.2.2.3 In addition to the above information, all laboratory test reports submitted with Certificate of Compliance shall show the date of dates of testing, the specified requirements for which test was performed, and results of the test or tests.

### 1.3 SUBMITTALS

1.3.1 Submittal schedule: Within 15 days after award of contract, and before any items are submitted for approval, submit to the Architect two copies of the schedule described in Article 2.1 of this section.

1.3.2 Certificates of Compliance: Upon completion of the work, and as a condition of its acceptance, submit to the Architect all Certificates of Compliance.

1.3.3 Make all submittals of shop drawings, samples, requests for substitution, and other items, in strict accordance with this section.

## PART TWO - PRODUCTS

### 2.1 SUBMITTAL SCHEDULE

2.1.1 General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work. Include a list of each type of item for which Contractor's drawings, shop drawings, certificates of compliance, material samples, guarantees, or other types of submittals are required. Upon approval by the Architect, this schedule will become part of the contract, and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

2.1.2 Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in paragraph 3.2 below.

2.1.3 Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Architect for review and comment.

### 2.2 SHOP DRAWINGS AND COORDINATION DRAWINGS

#### 2.2.1 Shop Drawings:

2.2.1.1 Scale and measurements: Make all shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

2.2.1.2 Quantity of prints required: Submit six (6) copies of all show drawings, one of which will be retained by the Architect.

### 2.3 MANUFACTURERS' LITERATURE

2.3.1 General: Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.



2.3.2 Number of copies required: Submit two (2) copies which will be retained by the Architect.

## 2.4 SAMPLES

2.4.1 Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

2.4.2 Number of samples required: Unless otherwise specified, submit one (1) sample which will be retained by the Architect.

2.4.3 Reuse of Samples: In situation specifically so approved by the Architect, the Architect's retained sample may be used in the construction as one of the installed items.

## 2.5 COLORS AND PATTERNS

Unless the precise color and pattern is specifically described in the contract documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Architect for review and selection.

## 2.6 SUBSTITUTIONS

2.6.1 Approval required:

2.6.1.1 The contract is based on the standards of quality established in the contract documents.

2.6.1.2 All products proposed for use, including those specified by required attributes and performance, shall require approval by the Architect before being incorporated into the work.

2.6.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.

2.6.2 "Or equal":

2.6.2.1 Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the contract documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the Architect.

2.6.2.2 The decision of the Architect shall be final.

## PART THREE - EXECUTION

### 3.1 IDENTIFICATION OF SUBMITTALS

3.1.1 General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals. In addition, completely identify each submittal and resubmittal by showing at least the

following information:

- (1) Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- (2) Name of project as it appears on each page of these specifications.
- (3) Drawing number and specifications section number to which the submittal applies.
- (4) Whether this is an original submittal or resubmittal.

3.1.2 Internal identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

3.1.3 Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

3.1.4 Submittal log: Maintain an accurate submittal log for the duration of the contract, showing current status of all submittals at all times. Make the submittal log available for the Architect's review upon request.

### 3.2 COORDINATION OF SUBMITTALS

3.2.1 General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:

- (1) Determine and verify all interface conditions, catalog numbers, and similar data.
- (2) Coordinate with other trades as required.
- (3) Clearly indicate all deviations from requirements of the contract documents.

3.2.2 Grouping of submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provision of the contract documents and the Contractor shall be strictly liable for all delays so occasioned.

### 3.3 TIMING OF SUBMITTALS

3.3.1 General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

3.3.2 Architect's review time: In scheduling, allow at least 20 calendar days for review by the Architect following this receipt of the submittal.

3.3.3 Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the contract completion date.

### 3.4 ARCHITECT'S REVIEW

3.4.1 General: Review by the Architect shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.

3.4.2 Authority to Proceed: The notation, "reviews, no exceptions taken", or "Reviewed, make corrections noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revision, if any, required by the Architect's review comments.

3.4.3 Revisions: Make all revisions required by the Architect. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only these revisions directed or approved by the Architect.

3.4.4 Revisions after approval: When a submittal has been reviewed by the Architect, resubmittal for a substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION

## **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

1.1.1 Work included: Temporary facilities and controls required for this work include, but are not necessarily limited to:

- (1) Temporary utilities such as heat, water, electricity, and telephone.
- (2) Field offices and sheds.
- (3) Sanitary facilities.
- (4) Enclosures such as tarpaulins, barricades, and canopies.
- (5) Project sign.
- (6) Fencing of the construction area.
- (7) Haul roads.

1.1.2 Related work described elsewhere:

##### **1.1.2.1**

- (1) Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulation, the ladders, plans, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.
- (2) Permanent installation and hook-up of the various utility lines are described in the pertinent other sections of these specifications.

#### **1.2 PRODUCT HANDLING**

Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

#### **1.3 JOB CONDITIONS**

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing services is required, do not proceed without the Architect's approval and, when required, provide alternate temporary services.

### **PART TWO - PRODUCTS**

#### **2.1 UTILITIES**

2.1.1 General: All temporary facilities shall be subject to the Architect's approval.

2.1.2 Water:

2.1.2.1 Furnish and install all necessary temporary water lines and water supply and, upon completion of the work remove all such temporary facilities.

2.1.2.2 The Owner will furnish all water needed for construction, at no cost to the Contractor.

2.1.3 Electricity:

2.1.3.1 Furnish and install all necessary temporary wiring and, upon completion of the work, remove all such temporary facility.

2.1.3.2 Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the work, for inspection and for safety.

2.1.3.3 The Owner will furnish all electricity needed for construction, at no cost to the Contractor.

2.1.4 Heating: Provide and maintain all heat needed for proper conduct of all operations included in the work.

2.1.5 Telephone: Make all necessary arrangements and pay all costs for operation and installation of telephone service to the contractor's office at the site. Also provide phone for subcontractor's use which shall be located outside Project Office under weatherproof conditions.

2.1.6 Utilities for testing: Normal quantities of utilities required to make final test of completely installed permanent systems will be furnished at no cost to the Contractor.

2.2 FIELD OFFICES AND SHEDS

2.2.1 Contractor's facilities:

2.2.1.1 Provide a field office building and sheds adequate in size and accommodation for all Contractor's offices, supply and storage.

2.2.1.2 Within the Contractor's facilities, provide enclosed space adequate for holding weekly project meetings. Furnish with all required tables, chairs, and utilities. Include a lockable file cabinet for Architect's job log and other related material for Architect and Inspector's use.

2.2.1.3 The entire facility, including furniture, will remain the property of the Contractor, and shall be removed from the site after completion of the work.

2.2.1.4 Sanitary facilities: Provide temporary sanitary facilities in the quantity required, for use of all personnel. Maintain in a sanitary condition at all times.

## 2.3 ENCLOSURES

Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all safety and other regulations.

## 2.4 PROJECT SIGNS

2.4.1 Provide a construction project sign identifying the project and locate on project site where indicated or directed. The Construction project sign shall be in accordance with the sample sign shown on the drawing, sheet No. A-1. Locate sign in a prominent location and maintain in good condition until completion of the Project. The sign shall include only the information shown on the drawing. No other information shall be included on this project sign. The Architect will provide specific information on the wording to be used. Paint all surfaces of the sign with two coats of flat exterior paint, and provide painted gloss enamel lettering of size and type indicated. Colors shall be as selected by Architect.

2.4.2 Allow no other sign or advertising of any kind on the job site except as specifically approved in advance by the Architect.

## 2.5 FENCING OF THE CONSTRUCTION AREA

2.5.1 General: Furnish and install a temporary fence around construction areas on the site.

2.5.2 Construction: The temporary fence shall consist of woven wire mesh not less than 1.82 m (72") in height, complete with metal posts and all required bracing, and with truck and pedestrian gates as required.

## 2.6 HAUL ROADS

Provide and maintain all required access to the work from paved areas and other routes, in strict accordance with all regulations governing the Contractor's use of the site.

## 2.7 BULLETIN BOARD

In this general area, provide bulletin board for H.U.D. Labor Relations Material, E.E.O., Wage Rates, etc., under a weatherproof clear cover.

## PART THREE - EXECUTION

### 3.1 MAINTENANCE AND REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Architect.

END OF SECTION

## **SECTION 01700 - PROJECT CLOSEOUT**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

##### **1.1.1 Work included:**

##### **1.1.1.1 Provide for the Owner the following items:**

- (1) Warranties and guarantees;
- (2) Shop Drawings;
- (3) Operating and maintenance instructions;
- (4) Certificates of inspection;
- (5) Keys.

1.1.1.2 Upon completion of the Work of this Contract, transfer the recorded changes to a set of Record Documents, as described in Article 3.1 below:

##### **1.1.2 Related work described elsewhere:**

- (1) Submittals: Section 01300

#### **1.2 QUALITY ASSURANCE**

1.2.1 General: Delegate the responsibility for work to one person on the contractor's staff.

#### **1.3 SUBMITTALS**

1.3.1 Final submittal: Prior to submitting request for a final payment, submit the specified item to the Architect and secure his approval.

#### **1.4 PRODUCT HANDLING**

Use all means necessary to maintain the specified items completely protected from deterioration and from loss and damage until completion of the Work and transfer to the Architect. In the event of loss of recorded data, use all means necessary to secure the replacement of the specified items.

### **PART TWO - PRODUCTS**

2.1 SEE OTHER SECTIONS OF SPECIFICATIONS FOR ACTUAL PRODUCTS NECESSARY.



## PART THREE - EXECUTION

### 3.1 RECORDS FOR THE OWNER

3.1.1 At his own expense, the Contractor shall accumulate the following data during the job progress which shall be delivered to the Architect at job completion, before final payment, for delivery to the Owner. Contractors final payment will be approved and released prior to receipt and review of these items by the Architect:

- (1) All warranties and guarantees and manufacturers' directions on equipment and material covered by the Contract.
- (2) Approved fixture brochures, wiring diagrams and control diagrams.
- (3) Copies of approved Shop Drawings.
- (4) Operating instructions for heating and cooling and other mechanical systems. (One set shall be frames.) Operating instructions shall also include recommended maintenance and seasonal changeover procedures.
- (5) Any and all other data and/or Drawings required during construction.
- (6) Repair parts list of all major items and equipment including name, address, and telephone number of local supplier or agent.
- (7) Certificates of Inspection:
  - a. Building;
  - b. Electrical;
  - c. Plumbing and Mechanical.
- (8) Keys:
  - a. Tagged and properly identified keys.
  - b. All master keys.
- (9) Record Drawings: Transfer and record all field changes or alterations to a set of drawings of the project. Submit (1) set of prints and (1) set of reproducible prints to owner prior to final payment request.

### 3.2 GUARANTEE SERVICE

#### 3.2.1 Guarantee:

3.2.1.1 The contractor shall furnish the Architect the name, address and telephone number of those persons responsible for service on systems and equipment covered by the "Guarantee". The persons named shall be located locally to the job, and telephone calls from the Project shall not be toll calls.

3.2.1.2 Should the Contractor not have a locally established place of business, he shall prepare and execute with a local service company, approved by the Architect, a service contract satisfactory to the Owner. This service company should have proper capability and full authority to handle all guarantee period service without prior approval from the Contractor.

### 3.3 MAINTENANCE AND OPERATING MANUALS

3.3.1 Contractor shall furnish the Owner through the Architect three (3) copies of operating instructions and maintenance recommendations for all equipment, including that installed by the Contractor's own forces, and that installed by his subcontractors.

3.3.2 Operating instructions and maintenance recommendations shall be furnished in a form approved by the Architect and shall be neatly typewritten complete and bound into an operations and maintenance manual.

3.3.3 These manuals shall be prepared and transmitted to the Architect for approval so that manuals can be given to the Owner not less than thirty (30) days prior to job completion date.

3.3.4 The work covered by these manuals will not be accepted or checked for final acceptance until Owner has received the manuals described above.

### 3.4 SCHEMATIC PIPING DIAGRAMS

3.4.1 The Contractor shall prepare a separate schematic piping diagram of each chilled water system, heated water system, condenser water system, complete with all equipment, valves, and piping. Valve tap numbers as installed shall be indicated on the diagrams.

3.4.2 The schematic piping diagrams shall be furnished in a form approved by the Architect and shall be transmitted to the Architect for approval so that they can be given to the Owner not less than thirty (30) days prior to the job completions date.

### 3.5 SPARE PARTS DATA

The General Contractor shall furnish duplicate copies of spare parts data for all equipment furnished and installed under this Contract. The data shall be in the form of an equipment manufacturer's spare parts catalog and an operation and maintenance manual. Accompanying the spare parts catalog shall be a list indicating the quantity of each spare part which the equipment manufacturer recommends as required to insure efficient operating capability for a period of 180 days. This list shall also indicate the unit price of each spare part. Furnishing this data is not to relieve the General Contractor or manufacturer of responsibility for guarantees of installed equipment provided for in the Contract, nor is it intended to modify trade

practices which normally provide spare parts with the purchase of the equipment.

### 3.6 FINAL INSPECTION

3.6.1 The purpose of the final inspection is to determine whether the contractor has completed the work in a proper and workmanlike manner, that he has installed the work in accordance with the intent of the Drawings and Specifications, and whether, in the Architect's opinion, the work is satisfactory for the Owner's acceptance.

3.6.2 It shall be the duty of the Contractor to personally make a special inspection trip as a whole, assuring himself that the work in the project is ready for final acceptance, before calling upon the Architect to make a final inspection.

3.6.3 In order not to delay final acceptance of the work, the Contractor shall collect all necessary bonds, guarantees, receipts, affidavits, etc., called for in the various articles of this Specification, prepared and signed in advance, and together with a letter of transmittal, listing each paper included, shall deliver the same to the Architect at or before the time of said final inspection. The Contractor is cautioned to check over each bond, receipt, etc., before preparing same for submission to see the terms check with the requirements of the Specification.

END OF SECTION

## **SECTION 02825 - CHAIN LINK FENCING**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

##### **1.1.1 Work included:**

1.1.1.1 Furnish and install complete fencing as described in Contract Documents.

##### **1.1.1.2 Related Sections:**

- a. General Conditions and Division 01 apply to this Section.

#### **1.2 QUALITY ASSURANCE**

1.2.1 Standards: Comply with standards specified herein and as listed in Section 01085.

1.2.2 Qualifications of manufacturers: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.

1.2.3 Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are complete familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

#### **1.3 SUBMITTALS**

1.3.1 General: Comply with provisions of Section 01300.

1.3.2 Product data: Within date specified in Section 01300 after award of the Contract, submit:

- 1 Complete materials list of all items proposed to be furnished and installed under this Section.
- 2 Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.
- 3 Manufacturer's recommended installation procedures, which when approved by the Architect, will become the basis for inspecting and accepting or rejecting actual installation procedures used on work.

#### **1.4 PRODUCT HANDLING**

1.4.1 Delivery and storage: Deliver the materials in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the Architect.

1.4.2 Protection: Use all means necessary to protect materials of this Section before,

during, and after installation and to protect the work and materials of all other trades.

1.4.3 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## PART TWO - PRODUCTS

### 2.1 FABRIC

2.1.1 Chain link fabric of 9 gauge wire galvanized (match existing) after weaving with 1.2 ounce zinc coating conforming to ASTM A392 (latest edition) "Specification for Zinc-Coated Steel Chain-Link Fence Fabric" 2" diamond mesh as shown on drawings. Provide galvanized and powder coated fabric matching existing school fencing at District Office Area.

2.1.2 Knuckle both salvages.

### 2.2 FRAMEWORK

2.2.1 Posts and rails shall be roll-formed, self-draining shapes with two ounce zinc coating/square foot of surface area conforming to ASTM A 123 (latest edition), "Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products", or ASTM A 53 (latest edition), "Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded & Seamless".

2.2.2 Line Posts:

2.2.2.1 Posts are to be FS RR-F-191/3, Type 1, Class 1. See table on plans.

2.2.3 Top & Brace Rail (are to be provided on all fencing):

2.2.3.1 Top & brace rails are to be FS RR-F-191/3, Type II, Class 1. See table on plans.

2.2.4 Post Caps:

2.2.4.1 Provide steel, wrought iron, or malleable iron, designed as weather tight closure cap.

2.2.4.2 Provide one cap for each post.

2.2.4.3 Provide caps with openings to permit through passage of top rail.

2.2.5 Terminal Posts, see plans.

### 2.3 FITTINGS

2.3.1 Pressed steel or malleable iron, hot dip galvanized conforming to ASTM A 153 (latest edition), Specification for Zinc Coating (Hot-Dip) on Iron & Steel Hardware". Tie wires shall be 9 gauge minimum aluminum wire.

2.4 TENSION WIRE

2.4.1 See plans.

PART THREE - EXECUTION

3.1 INSTALLATION

3.1.1 Fence shall be installed by mechanics skilled and experienced in erecting fences of this type and in accordance with Contract Documents or as directed by Architect.

3.1.1.1 Fence shall present a pleasing appearance to the eye.

3.1.1.2 When general ground contour is to be followed, make changes of grade in gradual, rolling manner.

3.1.1.3 Evenly space posts in line of fence a maximum of 10 feet center to center.

3.1.2 Foundations:

3.1.2.1 Concrete for post foundations shall be one part cement, 2 parts sand, and 4 parts gravel.

3.1.2.2 Set posts in concrete foundations as specified on Drawings.

3.1.3 Fence:

3.1.3.1 After posts have been permanently positioned in center of foundation and concrete sufficiently cured, install framework, braces, and top rail. Join top rail with 6 inch minimum couplings at not more than 21 foot centers.

3.1.3.2 Stretch fabric by attaching one end to terminal posts and supplying sufficient tension to other end of stretch so slack is removed.

3.1.3.2.1 Fasten fabric to line posts and tie wires. Pass ties over one strand of fabric and hook under line post flange.

3.1.3.2.2 Place one tie as close to bottom of fabric as is possible with additional ties equally spaced between top and bottom band on approximately equal spacings not to exceed 14 inches on center.

3.1.3.2.3 Attach fabric to roll formed terminals by weaving fabric into integral lock loops formed in post. Attach fabric to tubular terminals with tension bars and bands.

3.1.3.2.4 Hold fabric approximately 2 inches above finish grade line, or match existing conditions of adjacent fencing.

3.1.3.2.5 On top rail, space tie wires at no more than 24 inches on center.

3.1.3.2.6 Securely attach fittings and firmly tighten nuts.

3.2 CLEANING

3.2.1 Leave area free of excess dribbles of concrete, pieces of wire, and other scrap materials.

END OF SECTION

## **SECTION 10303 - SIGNAGE**

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

1.1.1 Work included:

#### **1.2 QUALITY ASSURANCE**

1.2.1 Standards: Comply with standards specified herein and as listed in Section 01085.

1.2.2 Qualifications of manufacturers: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.

1.2.3 Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are complete familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

#### **1.3 SUBMITTALS**

1.3.1 General: Comply with provisions of Section 01300.

1.3.2 Product data: Within date specified in Section 01300 after award of the Contract, submit:

- 1 Complete materials list of all items proposed to be furnished and installed under this Section.
- 2 Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.
- 3 Manufacturer's recommended installation procedures, which when approved by the Architect, will become the basis for inspecting and accepting or rejecting actual installation procedures used on work.

#### **1.4 PRODUCT HANDLING**

1.4.1 Delivery and storage: Deliver the materials in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the Architect.

1.4.2 Protection: Use all means necessary to protect materials of this Section



before, during, and after installation and to protect the work and materials of all other trades.

1.4.3 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## PART TWO - PRODUCTS

2.1 Plaque signage is to be of consistent color, radius corners, complete with opaque border perimeter stripe, and computer cut-vinyl typography. The system consists of additional materials listed in section. Provide as shown in drawings.

2.2 Sign face: ES plastic matte ADA optically correct plexiglass faceplate with uniform drilled holes to accept glass rasters which provide the braille message. An opaque border is provided by reverse screen printing around the perimeter of the inner surface of the transparent faceplate on four side to ensure consistent color and superior bond with the joining system. The opaque border completely overlays the joining tape to hide it from view.

2.2.1 Symbol signs: 6"x6", standard radius.

2.3 Laminating backplate: P polystyrene prime grade high impact opaque styrene (color to be selected by Architect from Manufacturer's standard colors).

2.4 Joining tape: 6.4mm very high bond double sided tape.

2.5 Braille, glass rasters inserted into drilled holes of the sign face leaving relief for the braille rasters. Supply clear rasters. Space per DSA requirements to conform to Standards, as shown on drawings

2.6 Border ink: manufacturers standard series 9700 screen print ink.

2.7 Raised characters - routed polystyrene raised characters/numbers 1/32" thick with height indicated:

2.7.1 Symbol Sign: Manufacturer Standard.

2.8 Mounting method: 1/16" double sided foam tape for interior installation and silicon adhesive to mount exterior of buildings.

2.9 Colored coatings for acrylic plastic sheet: Use colored coatings, including inks and paints for copy and background colors, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are nonfading for the

application intended.

2.10 Design requirements: Plaque signs of this section shall have tactile/braille provisions and comply with applicable requirements of the Americans with Disabilities Act (ADA).

2.11 Mounting Height: As indicated in drawings, or if not indicated as required by ADA accessibility requirements. Max. height 60" above finished floor to centerline of the sign which is to be mounted on the latch side of the door.

2.12 Signage Schedule:

<b>Description</b>	<b>Location</b>
Plaque Symbol "EXIT"	(Exterior mount) at new gate as shown on drawings.

END OF SECTION