Specification Manual

Genesee County ITB #19-189

FINISH RENOVATIONS AT
GENESEE COUNTY JAIL
1002 S. SAGINAW STREET
FLINT, MI 48502
FOR

GENESEE COUNTY
1101 BEACH STREET
FLINT, MI 48502

THA PROJECT No:  18-130
GENESEE COUNTY INVITATION TO BID ITB #19-189

Sealed bids will be received until 2:00 p.m. (ET), Monday, June 3, 2019, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for FINISH RENOVATIONS AT THE GENESEE COUNTY JAIL.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

A mandatory pre-bid meeting and site visit will be held at the Genesee County Jail, 1002 S. Saginaw Street, Flint, MI 48502. Prospective bidders shall meet at the Lobby on Tuesday, May 14, 2019 at 10:00 a.m. (ET). This will be the time for prospective bidders to ask questions directly related to this solicitation. Failure to arrive at the mandatory pre-bid meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. Genesee County will receive bids only from the firms represented at the mandatory pre-bid meeting and site visit.

Each bidder is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and bidder’s name. The bid request number and due date for this ITB are:

DUE DATE: MONDAY, June 3, 2019 @ 2:00 PM (ET)
ITB NUMBER: #19-189

Noel Roan
NOEL ROAN, PURCHASING MANAGER

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
SECTION 00 01 01
PROJECT MANUAL

PROJECT NO: 18-130

PROJECT: FINISH RENOVATIONS AT GENESEE COUNTY JAIL
1002 S. Saginaw Street
Flint, Michigan 48502

OWNER: GENESEE COUNTY
1101 Beach Street
Flint, Michigan 48502

ARCHITECT / MECHANICAL ENGINEER:
THA ARCHITECTS ENGINEERS
817 East Kearsley Street
Flint, Michigan 48503

CONTRACT DOCUMENTS DATE: April 30, 2019
# PROCUREMENT AND CONTRACTING REQUIREMENTS

## Division 00 -- Procurement and Contracting Requirements

- 00 00 00 - Cover Page  
- 00 00 01 - Notice for ITB #19-189  
- 00 01 01 - Project Title Page  
- 00 01 10 - Table of Contents  
- 00 21 13 - Instructions to Bidders  
- 00 42 01 - Bid Form  
- 00 43 36 - Proposed Subcontractors Form  
- 00 72 00 - General Conditions  
  - Appendix A - Genesee County Standard Terms and Conditions  
  - Appendix B - Genesee County Insurance Checklist  
  - Appendix C - Genesee County Prevailing Wage Requirements

# SPECIFICATIONS

## Division 01 -- General Requirements

- 01 10 00 - General Requirements  
- 01 10 01 - Substitution Request Form  
- 01 10 02 - Contractor Certification of Asbestos-Free Products  
- 01 10 04 - Electronic File Transfer Policy  
- 01 10 05 - Bulletin Pricing Format  
- 01 10 06 - Request for Information (RFI) Form  
- 01 41 01 - Prevailing Wage Rates

## Division 02 – Existing Conditions

- 02 41 00 - Demolition

## Division 03 -- Concrete (NOT USED)

## Division 04 -- Masonry (NOT USED)

## Division 05 -- Metals (NOT USED)

## Division 06 – Wood, Plastics, and Composites

- 06 20 00 – Finish Carpentry

## Division 07 -- Thermal and Moisture Protection (NOT USED)

## Division 08 -- Openings (NOT USED)

## Division 09 -- Finishes

- 09 51 00 – Acoustical Ceilings  
- 09 65 00 - Resilient Flooring  
- 09 68 13 - Tile Carpeting  
- 09 90 00 – Painting and Coating
Division 10 -- Specialties (NOT USED)
Division 11 -- Equipment (NOT USED)
Division 12 -- Furnishings (NOT USED)
Division 13 -- Special Construction (NOT USED)
Division 14 -- Conveying Equipment (NOT USED)
Division 21 -- Fire Suppression (NOT USED)
Division 22 -- Plumbing (NOT USED)
Division 23 -- Heating, Ventilating, and Air-Conditioning (HVAC) (NOT USED)
Division 26 -- Electrical (NOT USED)
Division 27 -- Communications (NOT USED)
Division 28 -- Electronic Safety and Security (NOT USED)
Division 31 -- Earthwork (NOT USED)
Division 32 -- Exterior Improvements (NOT USED)
Division 33 -- Utilities (NOT USED)

DRAWINGS
THE FOLLOWING DRAWINGS, BOUND SEPARATELY, AND THIS PROJECT MANUAL FORM THE CONSTRUCTION DOCUMENTS:

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>SHEET TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>G001</td>
<td>TITLE SHEET</td>
</tr>
<tr>
<td>A100</td>
<td>FIRST FLOOR PLAN</td>
</tr>
<tr>
<td>A101</td>
<td>UNIT ‘A’ SECOND FLOOR PLAN</td>
</tr>
<tr>
<td>A102</td>
<td>UNIT ‘B’ SECOND FLOOR PLAN, SECOND FLOOR MEZZANINE PLAN</td>
</tr>
<tr>
<td>A103</td>
<td>THIRD FLOOR PLAN</td>
</tr>
<tr>
<td>A104</td>
<td>THIRD FLOOR MEZZANINE PLAN</td>
</tr>
<tr>
<td>A105</td>
<td>FOURTH FLOOR PLAN</td>
</tr>
<tr>
<td>A106</td>
<td>FOURTH FLOOR MEZZANINE PLAN</td>
</tr>
<tr>
<td>A107</td>
<td>FIFTH FLOOR PLAN</td>
</tr>
<tr>
<td>A108</td>
<td>FIFTH FLOOR MEZZANINE PLAN</td>
</tr>
<tr>
<td>A109</td>
<td>SECTIONS</td>
</tr>
<tr>
<td>A110</td>
<td>WORK ZONE SEQUENCE PLANS</td>
</tr>
</tbody>
</table>

END OF TABLE OF CONTENTS
INSTRUCTION TO BIDDERS

PART 1 INVITATION

1.01 BID SUBMISSION

A. Submit bid form, bid security, and other required documents enclosed in sealed, opaque envelope, addressed to party receiving bids. Identify envelope with bid number, project name and number bid due date and time, and Bidder's name. For mailing, place sealed envelope inside separate mailing envelope marked: 'Sealed Bid Enclosed for ITB #19-189/Project No. 18-130 – Finish Renovations at Genesee County Jail.

B. Bids transmitted via FACSIMILE AND EMAIL WILL NOT BE ACCEPTED.

C. Bids shall be submitted on unaltered Bid Form furnished within. The Bidder shall fill in all blanks by typing or lettering in ink. Sums are to be given both numerically and written, with the amount written in words to govern in case of discrepancy. Bid shall give legal name of Bidder and shall be signed by a person legally authorized to bind the Bidder to a contract.

D. When the bid requests individual Base Bids for different building projects, the Bidder shall insert "No Bid" for any project not being bid.

E. All addenda received by Bidder shall be acknowledged by placing all identifying addendum numbers and dates on bid form.

F. Bids signed and under seal, executed, and dated will be received at the office of the Owner at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, Michigan 48502 by 2:00 p.m. local time on the 3rd day of June, 2019.

G. Offers submitted after the above time shall not be considered.

H. Offers will be opened publicly and read aloud immediately after the time for receipt of bids.

1.02 INTENT

A. The intent of this Bid invitation is to obtain a bid to perform work to upgrade finishes within the Genesee County Jail for a Stipulated Sum contract, in accordance with the Contract Documents.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises removal and preparation of existing interior finishes including painting, some floor finishes, some ceiling finishes and new chair rail work.

1.04 CODES, ORDINANCES AND REGULATIONS

A. Furnish and install all labor and material according to latest codes, ordinances and regulations for all governing bodies having project jurisdiction.

B. The quality of labor and material shall be as required by drawings and specifications except when exceeded by local codes, ordinances, or regulations.

1.05 TAXES, PERMITS AND FEES

A. Contractor shall include and be deemed to have included in his bid all sales, consumers, use and similar taxes currently imposed by legislative enactment.

B. Contractor shall secure and pay for the building permit and other permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

1.06 CONTRACT TIME

A. Perform the Work within the time stated in Section 01 10 00 - General Requirements. The Work has been divided into 8 work zones and all work will be completed in a zone prior to moving to the next work zone. Painting work will be required to be performed on two shifts to minimize time required in each work zone. See Schedule of work zones in General Requirements.
PART 2 BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS
A. Bid Documents: Contract Documents supplemented with Invitation For Bids, Instructions to Bidders, Bid Form, Bid securities identified, and General Conditions 00 72 00 (Appendices A - C).
B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda and General Conditions 00 72 00 (Appendices A - C).
C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.02 CONTRACT DOCUMENTS IDENTIFICATION
A. The Contract Documents are identified as Project Number 18-130, as prepared by Design Professional, and with contents as identified in the Project Manual.

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

2.04 EXAMINATION
A. Bid Documents may be purchased at ARC, 8226 Embury Rd., Grand Blanc Twp, MI 48439, (810) 695-9500 or online in the “Public Plan Room” at www.e-arc.com or by Email orders to Michigan.grandblanc@earc.com by May 6, 2019.
B. Bid Documents are on display at the offices of the following construction plan rooms:
   Construction Association of Michigan (CAM):
   43636 Woodward Avenue, Bloomfield Hills, Michigan 48302; (248) 972-1000;
   CAM Tri Cities:
   334 South Water Street, Saginaw, MI 48607; (989) 754-4872;
   Builders Exchange of Michigan:
   678 Front Avenue NW, Suite 330, Grand Rapids, MI 49504; (616) 949-8650;
   Builders Exchange of Lansing and Central Michigan:
   1240 E. Saginaw Street, Lansing, Michigan 48906; (517) 372-8930;
C. Upon receipt of Bid Documents verify that documents are complete. Notify Design Professional should the documents be incomplete.
D. Immediately notify Design Professional upon finding discrepancies or omissions in the Bid Documents.

2.05 INQUIRIES/ADDENDA
A. Direct questions to Noel Roan, Genesee County Purchasing Director
   Email Address: NRoan@co.genesee.mi.us
B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
C. Verbal answers are not binding on any party.
D. Clarifications requested by bidders must be in writing by May 17, 2019. The reply will be in the form of an Addendum.
E. Addenda will be posted to the Genesee County Purchasing Department’s website at: http://www.gc4me.com/departments/purchasing/open_bids.php. The bidder is responsible for checking the website for addenda issued prior to bid submission and bid opening.
F. Only interpretations, corrections or changes made by addendum will be binding.

2.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS
A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids in accordance with Division 01 - General Requirements and must be transmitted to the Design Professional on the Substitution Request Form - Section 01 10 01.
B. When a request to substitute a product is made, Design Professional may approve the substitution and will issue an Addendum.
C. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the Work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.

D. The submission shall provide sufficient information to determine acceptability of such products. Submit, with the request, all necessary samples and substantiating data to prove equal quality and performance to that product specified.

E. Provide complete information on required revisions to other work to accommodate each proposed substitution.

F. Provide products as specified unless substitutions are submitted in this manner and accepted.

PART 3 SITE ASSESSMENT

3.01 SITE EXAMINATION

A. It is the Bidder's responsibility to study the drawings and specifications, visit the construction site and examine existing conditions to correlate site observations with requirements of contract documents.

B. No "EXTRA" payment or allowance will be made to cover obvious discrepancies or changes required due to existing site conditions not visually determined and addressed in writing to the Design Professional before bid opening, or by reason of any error or oversight on the Contractor's part.

C. Examine the project site before submitting a bid.

3.02 PRE-BID MEETING AND SITE VISIT

A. A mandatory pre-bid meeting and site visit will be held on Tuesday, May 14, 2019 at 10:00 a.m. (ET) at the Lobby of Genesee County Jail, 1002 S. Saginaw Street, Flint, Michigan 48502. Please note that Genesee County will receive bids only from the firms represented at the mandatory pre-bid meeting and site visit.

B. All general contract and subcontract bidders are invited.

C. Representatives of Design Professional will be in attendance.

D. Summarized minutes of this meeting will be provided in an Addendum.

E. Information relevant to the Bid Documents will be recorded in an Addendum and posted to the Genesee County Purchasing website: (http://www.gc4me.com/departments/purchasing/open_bids.php).

PART 4 QUALIFICATIONS

4.01 EVIDENCE OF QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

PART 5 BID SUBMISSION

5.01 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be rejected.

B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Owner, invalidate the bid.

PART 6 BID ENCLUSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:
   Bid Bond or a Cashier's Check of a sum no less than 5 percent of the Bid Amount.

B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

C. Endorse the certified check in the name of the Owner.
D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.

E. If no contract is awarded, all security deposits will be returned.

6.02 PERFORMANCE ASSURANCE
A. Accepted Bidder: Provide a Performance and Payment bond as described in the General Conditions.

6.03 INSURANCE
A. Provide a “Certificate of Insurance” on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

6.04 BID FORM REQUIREMENTS
A. Complete all requested information in the Bid Form and Appendices.

6.05 ADDITIONAL BID INFORMATION
A. Submit the following Supplements 24 hours after bid submission:
   Document 00 43 36 - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

B. Submit the following Supplements within ten (10) days after bid award:
   Proposed Schedule of Values identifies the Bid Amount segmented into portions as requested.

PART 7 OFFER ACCEPTANCE/REJECTION

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

7.02 ACCEPTANCE OF BID
A. Owner reserves the right to accept or reject any or all bids.

B. All Contractors, Subcontractors and Suppliers shall adhere to the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, and the Contractors, Subcontractors and Suppliers agree that all subcontracts and agreements shall provide language substantially identical to that set forth herein. It is further understood that a breach of this covenant may be regarded as a material breach of this Contract.

C. Owner reserves the right to waive bid irregularities, to accept the bid in Owner's best interest and to accept alternates in any order or combination to determine low Bidder on basis of the sum of base bid and accepted alternates.

D. Owner reserves the right to reject any or all bids where incomplete or irregular, lacking bid bond, data required by bidding documents, or where bids exceed funds available.

E. A complete list of all subcontractors, material and equipment suppliers shall be furnished to Design Professional by the successful bidder within 24 hours after bid opening and before contracts are ready for signing.

F. Before award of contract, considered Bidder will be notified in writing if the Owner or Design Professional has reasonable objection to a person or entity proposed by Bidder. Bidder may then withdraw bid, or submit substitute person or entity together with adjustment in base bid for Owner's acceptance or disqualification. In event of withdrawal by Bidder or disqualification by Owner, bid security will not be forfeited.

G. Sub-contracts, material and equipment contract shall not be awarded until they have been accepted by the Design Professional and the Owner.

H. After acceptance by Owner, Design Professional on behalf of Owner, will issue to the successful bidder, a written letter of Notice of Award.
PART 8 PREVAILING WAGE RATES

8.01 Prevailing Wage Rates

A. Prevailing Wage Rates are required for this project. See Appendix C of General Conditions.

END OF INSTRUCTIONS TO BIDDERS
SECTION 00 42 01
PROPOSAL FORM

PROJECT: FINISH RENOVATIONS AT GENESEE COUNTY JAIL
ITB #: 19-189 THA PROJECT NO: 18-130

BIDDER INFORMATION:
Name of Bidder:_______________________________________________
Address:___________________________________________________________________
City, State, ZIP: ____________________________________________
Telephone:____________________________ Email: ________________
Date:________________________________

TO:
I, the undersigned, have received the drawings and specifications for the Construction Work on the above-named project prepared by THA Architects Engineers, Incorporated. I have also received the Addenda acknowledged below and have included all their provisions and costs in my Bid. Having carefully considered and examined all Contract Documents, having visited the site and examined all conditions affecting the work, I submit the following Bid and hereby agree:
1. To furnish all labor, services, material, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by the time stipulated on the Proposal Form and under the conditions as outlined in the Contract Documents.
3. To accept the provisions of the Instruction to Bidders regarding disposition of Bid Security.
4. To hold my Bid open for a maximum period of sixty (60) days.

BASE BID:
Proposal for the Work of removal and preparation of existing interior finishes within the Genesee County Jail and providing new finishes including painting, floor and ceiling finishes and new chair rail work.

AMOUNT IN WORDS:

_____________________________________________________________________________________

TOTAL AMOUNT:

$__________________________________________
BREAKDOWN OF BASE BID INTO WORK ZONES

<table>
<thead>
<tr>
<th>Work Zone</th>
<th>1</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Zone</td>
<td>2</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>3</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>4</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>6</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>7</td>
<td>$</td>
</tr>
<tr>
<td>Work Zone</td>
<td>8</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
(Must match Base Bid)

TIME FOR COMPLETION
This proposal is based on the Owner's intended Substantial Completion time of 120 Calendar Days. If No, state the number of calendar days necessary to complete all the work and improvements, as specified in the contract documents, from the date of execution of the contract between the Owner and Contractor:

__________ Calendar Days

ALTERNATES
I, the undersigned, hereby agree to include the following specified alternates, if accepted, for the sums listed:

ALTERNATE #1:
AMOUNT TO BE ADDED TO THE BASE BID TO PROVIDE WATERBORNE EPOXY PAINT AT ALL CONCRETE/MASSONY WALLS AND AT ALL CONCRETE/PLASTER CEILINGS IN LIEU OF LATEX PAINT:

AMOUNT IN WORDS:______________________________________________

TOTAL AMOUNT: $__________________________________________

ADDENDA
I, the undersigned, hereby acknowledge receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No.:</td>
<td>Date:</td>
</tr>
<tr>
<td>Addendum No.:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

SITE SUPERINTENDENT
The following on-site job superintendent will be assigned to this project and will not be replaced or reassigned for the duration of the project, without approval of the Owner and Design Professional:
Name:_________________________________________________________
**ACCEPTANCE**

I, the undersigned, upon notification of the acceptance of the proposal, agree to execute a contract for the above work, for the above stated compensation. Further I agree, if awarded the contract, to execute and deliver to the Owner within 10 days after the signing of the contract, satisfactory bonds, in the form of 100% "Performance Bond" and 100% "Labor and Material Payment Bond," according to the laws of the State of Michigan governing this construction work, in an amount equal to the contract sum.

I have enclosed the required bid security, in the amount of five percent (5%) of the Base Bid in the form of a:

<table>
<thead>
<tr>
<th>Secured Bid Bond:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Check:</td>
</tr>
</tbody>
</table>

**BID FORM SIGNATURE(S)**

The Corporate Seal of

____________________________________________
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

____________________________________________
(Authorized signing officer, Title)
(Seal)

____________________________________________
(Authorized signing officer, Title)

END OF PROPOSAL FORM
SECTION 00 43 36  
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) ____________________________________________________________
DATED ___________________ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND
COORDINATED BY US:

LIST OF SUBCONTRACTORS

<table>
<thead>
<tr>
<th>WORK SUBJECT</th>
<th>SUBCONTRACTOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTING:</td>
<td></td>
</tr>
<tr>
<td>CEILINGS:</td>
<td></td>
</tr>
<tr>
<td>CARPENTRY:</td>
<td></td>
</tr>
<tr>
<td>FLOOR FINISHES:</td>
<td></td>
</tr>
</tbody>
</table>

END OF SECTION
PART 1 GENERAL

1.01 AGREEMENT FORMS
A. The contract form of agreement between the Owner and Contractor shall be:

1.02 RELATED DOCUMENTS
A. The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2017 Edition, AIA Document A201, Articles 1 through 15 inclusive, are hereby made an integral part of this specification, as amended and are included in this specification section immediately following this page.
1. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
2. The General Conditions shall become part of this Contract and shall apply to the Contractor and all Subcontractors.
B. Section 00 61 01 - Performance Bond Form.
C. Section 00 61 02 - Payment Bond Form.

1.03 ARTICLE 16 – EQUAL OPPORTUNITY
A. The Contractor shall maintain policies of employment as noted in the following subparagraphs and in the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended:
   1. 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
   2. 16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
   3. 16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

1.04 ARTICLE 17 – PREVAILING WAGE RATES
A. 17.3 The Prime Contractor shall be financially responsible for the payment of prevailing wages by all sub-contractors contracted for work on the project. The Owner, by written notice to the Prime Contractor and the sureties of the contractor known to the Owner, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor and the original contractor and his sureties shall be liable to the Owner for any excess costs.
General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Genesee County Jail Finish Renovations
ITB #1-19/THA Project #18-130
1002 S. Saginaw Street
Flint, MI 48502

THE OWNER:
(Name, legal status and address)

Genesee County
1101 Beach Street
Flint, Michigan 48502

THE ARCHITECT:
(Name, legal status and address)

THA Architects Engineers
817 E. Kearsley Street
Flint, Michigan 48503

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.
14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES
INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and
Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect’s Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Project Representative
4.2.10
Architect’s Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2.5, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect’s Representations
9.4.2, 9.5.1, 9.10.1
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for
Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor’s Liability Insurance
11.1
Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor’s Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor’s Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18.5, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Review of Contract Documents
3.2
Contractor’s Right to Stop the Work
2.2.2, 9.7
Contractor’s Right to Terminate the Contract
14.1
Contractor’s Submittals
Contractor’s Superintendent
3.9, 10.2.6
Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 9.10.3, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.12, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5


Init.

/
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.5.1.3</td>
<td>Failure of Payment</td>
</tr>
<tr>
<td>9.7</td>
<td>Faulty Work</td>
</tr>
<tr>
<td>9.10.2</td>
<td>(See Defective or Nonconforming Work)</td>
</tr>
<tr>
<td>13.5</td>
<td>Final Completion and Final Payment</td>
</tr>
<tr>
<td>14.1.1.3</td>
<td>Financial Arrangements, Owner’s</td>
</tr>
<tr>
<td>14.2.1</td>
<td>GENERAL PROVISIONS</td>
</tr>
<tr>
<td>13.1</td>
<td>Governing Law</td>
</tr>
<tr>
<td>10.2.4</td>
<td>Guarantees (See Warranty)</td>
</tr>
<tr>
<td>10.3</td>
<td>Hazardous Materials and Substances</td>
</tr>
<tr>
<td>5.2.1</td>
<td>Identification of Subcontractors and Suppliers</td>
</tr>
<tr>
<td>11.3</td>
<td>Indemnification</td>
</tr>
<tr>
<td>3.17</td>
<td>Information and Services Required of the Owner</td>
</tr>
<tr>
<td>3.18</td>
<td>Initial Decision</td>
</tr>
<tr>
<td>9.6.8</td>
<td>Initial Decision Maker, Definition of</td>
</tr>
<tr>
<td>9.10.2</td>
<td>Initial Decision Maker, Decisions</td>
</tr>
<tr>
<td>10.3.3</td>
<td>Initial Decision Maker, Extent of Authority</td>
</tr>
<tr>
<td>11.1.8</td>
<td>Injury or Damage to Person or Property</td>
</tr>
<tr>
<td>10.4</td>
<td>Inspections</td>
</tr>
<tr>
<td>3.7.1</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>4.2.2</td>
<td>Instructions to the Contractor</td>
</tr>
<tr>
<td>4.2.6</td>
<td>Instruments of Service, Definition of</td>
</tr>
<tr>
<td>4.2.9</td>
<td>Insurance</td>
</tr>
<tr>
<td>9.4.2</td>
<td>Insurance, Notice of Cancellation or Expiration</td>
</tr>
<tr>
<td>9.8.3</td>
<td>Insurance, Contractor’s Liability</td>
</tr>
<tr>
<td>9.9.1</td>
<td>Insurance, Effective Date of</td>
</tr>
<tr>
<td>9.10.2</td>
<td>Insurance, Owner’s Liability</td>
</tr>
<tr>
<td>10.2.5</td>
<td>Insurance, Property</td>
</tr>
<tr>
<td>11.4</td>
<td>Insurance, Stored Materials</td>
</tr>
<tr>
<td>11.5</td>
<td>INSURANCE AND BONDS</td>
</tr>
<tr>
<td>11</td>
<td>Insurance Companies, Consent to Partial Occupancy</td>
</tr>
<tr>
<td>9.9.1</td>
<td>Insured loss, Adjustment and Settlement of</td>
</tr>
<tr>
<td>11.5</td>
<td>Intent of the Contract Documents</td>
</tr>
<tr>
<td>12.1.2</td>
<td>Interest</td>
</tr>
<tr>
<td>12.2.1</td>
<td>Interpretation</td>
</tr>
<tr>
<td>14.2.12</td>
<td>Judgment on Final Award</td>
</tr>
<tr>
<td>15.4</td>
<td>Labor and Materials, Equipment</td>
</tr>
<tr>
<td>1.5</td>
<td>Laws and Regulations</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Lien</td>
</tr>
<tr>
<td>3.2.3</td>
<td>Limitations, Statutes of</td>
</tr>
<tr>
<td>3.4</td>
<td>Limitations of Liability</td>
</tr>
<tr>
<td>3.5</td>
<td>Limitations of Time</td>
</tr>
<tr>
<td>3.7.1</td>
<td>Materials, Hazardous</td>
</tr>
<tr>
<td>3.7.2</td>
<td>Materials, Labor, Equipment and</td>
</tr>
<tr>
<td>9.6.8</td>
<td>Means, Methods, Techniques, Sequences and</td>
</tr>
<tr>
<td>9.10.2</td>
<td>Mechanic’s Lien</td>
</tr>
<tr>
<td>10.2.4</td>
<td>Mediation</td>
</tr>
<tr>
<td>12.2.1</td>
<td>Minor Changes in the Work</td>
</tr>
<tr>
<td>15.4.1</td>
<td>MISCELLANEOUS PROVISIONS</td>
</tr>
<tr>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>
Separate Contracts
6.1
Owner’s Right to Stop the Work
2.4
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and
Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.1.1, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.14
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10 Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10 Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.11, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor’s Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12 Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and Samples at the Site, Documents and
3.11, 3.12, 4.2.7
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1 Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.12, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5 Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns

13.2 Superintendent
3.9, 10.2.6 Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4 Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1 Surveys
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7 Surveys, Consent of
9.8.5, 9.10.2, 9.10.3 Surveys
1.1.7, 2.3.4 Suspension by the Owner for Convenience
14.3 Suspension of the Work
3.7.5, 4.5.2, 14.3 Suspension or Termination of the Contract
5.4.1.1, 14 Taxes
3.6, 3.8.2.1, 7.3.4.4 Termination by the Contractor
14.1, 15.1.7 Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7 Termination by the Owner for Convenience
14.4 Termination of the Architect
2.3.3 Termination of the Contractor Employment
14.2.2 TERMINATION OR SUSPENSION OF THE CONTRACT
14 Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4 TIME
8 Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5 Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4 Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3 Title to Work
9.3.2, 9.3.3 UNCOVERING AND CORRECTION OF WORK
12 Uncovering of Work
12.1 Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3 Unit Prices
7.3.3.2, 9.1.2 Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3 Use of Site
3.13, 6.1.1, 6.2.1 Values, Schedule of
9.2, 9.3.1 Waiver of Claims by the Architect
13.3.2 Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7 Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7 Waiver of Consequential Damages
14.2.4, 15.1.7 Waiver of Liens
9.3, 9.10.2, 9.10.4 Waivers of Subrogation
6.1.1, 11.3 Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2 Weather Delays
8.3, 15.1.6.2 Work, Definition of
1.1.3 Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2 Written Interpretations
4.2.11, 4.2.12 Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1
ARTICLE 1  GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

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

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

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

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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

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

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

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

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

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.
§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect’s approval thereof.
§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect’s approval of a resubmission shall not apply to such revisions.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

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

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

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

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.
§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to
     Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the
     Subcontractor and Contractor; and
  2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the
     Contract.

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a
successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity,
the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the
subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts
§ 6.1.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate
agreements. The Owner reserves the right to perform construction or operations related to the Project with the
Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar
to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and
waiver of subrogation.

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

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

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

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

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

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

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

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

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
   1. The change in the Work;
   2. The amount of the adjustment, if any, in the Contract Sum; and
   3. The extent of the adjustment, if any, in the Contract Time.

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

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

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


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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum,
the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing
the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead
and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In
such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may
prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the
Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom,
workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or
consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor
or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly
related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents
and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order
for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs
in connection with the performance of the Contract.

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or
   create an unsafe condition.
§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

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

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

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

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

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.
ARTICLE 11   INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

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

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

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

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

§ 11.2 Owner’s Insurance

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

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

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.
§ 11.3 Waivers of Subrogation
§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

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

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.
§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 Claims
§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

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

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

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

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
  .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
§ 15.3.4 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

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

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

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
APPENDIX A - GENESEE COUNTY STANDARD TERMS AND CONDITIONS
THE FOLLOWING PAGES CONTAIN REQUIREMENTS FOR CONTRACT TERMS AND CONDITIONS
APPENDIX A - GENESEE COUNTY TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.

2. **Evaluation and Award:** The contract will be awarded to the lowest responsive and responsible bidder whose bid is determined to be most advantageous to the County. Genesee County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid, and to negotiate with the apparent successful bidder in the best interest of Genesee County.

3. **Local Preference for Genesee County and Veteran Owned Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Director. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.

4. **Cancellation; Rejection of Bids:** The Invitation for Bids may be canceled by Genesee County at any time for any reason. Any bid received may be rejected in whole or in part when in the best interests of Genesee County.

5. **Receipt of Bids:** It is solely the responsibility of the bidder to assure the timely receipt of its bid at the location indicated in ITB #19-189. LATE BIDS AND BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

7. **Non-Discrimination:** The successful bidder/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.

8. **Conflict of Interest:** Each bidder, by submitting a bid, represents that the bidder has no knowledge that any employee, representative or agent of the bidder is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee’s immediate family has a financial interest pertaining to
the contemplated procurement from the bidder, and represents that the bidder reasonably believes that no employee, representative or agent of bidder is a County employee who has so participated and that no County employee who has so participated or member of that employee’s immediate family has a financial interest in the contemplated procurement from the bidder.

9. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. **Bonds/Surety:** If bonds (surety) are required as part of this solicitation, the bonds must be issued by a company authorized to do business in the State of Michigan.

11. As required by Public Act 57 of 1998, H.B. 5607, MCLA § 125.1591-125.1596 a contract for improvements between a contractor and a governmental entity exceeding $75,000 must contain the following provisions: A contractor must promptly notify the government entity if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in the contract, and/or (2) that an unknown physical condition at the site is of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the improvement contract. If a governmental entity receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the contract, it must put its determination in writing and an equitable adjustment to the contract price and time must be made. The contractor cannot make a claim for additional costs or time due to a physical condition unless it has provided the required notice.

12. **Bidder’s Representations:** Each bidder, by submitting a bid, represents as follows:

1) That the bidder has read and understood the IFB documents and has submitted its bid in accordance therewith;

2) That the bid has been submitted by a duly authorized owner, partner, or corporate officer;

3) That the bid submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the IFB, designed to limit independent offers or competition.

13. **Independent Contractor:** Bidder agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
14. **Insurance:** Each bidder must submit a completed Bidder’s Insurance Checklist, if so stipulated in the IFB. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.

15. **Prevailing Wage Requirements:** All contractors and subcontractors shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. For the purposes of this solicitation, a Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S. C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor. At a minimum, the General Contractor and all sub-contractors are required to adhere to the Prevailing Wage requirements depicted in Division 01 41 01 Prevailing Wage Rates.

16. **Indemnification:** The successful bidder shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney’s fees arising out of or resulting from the performance of the contract.

17. **Disclosure:** All information in an offeror’s submission is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Director prior to submission of the proposal.

18. **Clarification of Bids:** Discussions may be conducted with responsible bidders who submit bids determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

19. **Bid Considerations:** All costs incurred in the preparation of a response to this IFB or any costs prior to approval of the contract by Genesee County and formal notification to the selected bidder will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder’s ability to meet the requirements of this IFB.

20. **Warranty:** The bidder warrants that all goods and services furnished under a contract resulting from the IFB shall be in conformance with the IFB documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer’s standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the bidder.

21. **Applicable Law:** Any contract resulting from the IFB shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and
approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

22. **Prime Contractor Responsibilities:** The successful bidder(s) shall be required to assume responsibility for all services offered in the bid regardless of who produces them. Further, the County will consider the successful bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

23. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

24. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
SECTION 00 80 02
APPENDIX B - GENESEE COUNTY INSURANCE CHECKLIST

THE FOLLOWING PAGES CONTAIN REQUIREMENTS FOR INSURANCE COVERAGE AND LIMITS.
# GENESEE COUNTY INSURANCE CHECKLIST

## PROFESSIONAL SERVICES CONTRACT FOR:

**ITB 19-189, Finish Renovations at Genesee County Jail – B&G**

### Coverage Required

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 1. Workers' Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>X 2. Employers’ Liability</td>
<td>$100,000 accident/disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit, disease</td>
</tr>
<tr>
<td></td>
<td>Including Premises/operations</td>
</tr>
<tr>
<td>X 3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td>__ 4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including errors and omissions</td>
</tr>
<tr>
<td>__ 5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
</tr>
<tr>
<td>X 6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident-Owning, Hired, Non-owned</td>
</tr>
<tr>
<td>__ 7. Umbrella liability/Excess Coverage</td>
<td>$1,000,000 BI &amp; PD and PL</td>
</tr>
</tbody>
</table>

**X 8** Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

**X 9** Other insurance required: A Per Project Aggregate limit endorsement on the General Liability policy, or an Owner and Contractor Protective Liability Policy with $1,000,000 limit

**X 10** Best’s rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

**X 11** The certificate must state bid number and title

### Insurance Agent’s Statement

I have reviewed the requirements with the bidder named below. In addition:

- The above required policies carry the following deductibles:

- Liability policies are

  - occurrence
  - claims made

  Insurance Agent

### Prospective Contractor’s Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

---

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

END OF SECTION
SECTION 00 80 03

APPENDIX C - GENESEE COUNTY PREVAILING WAGE REQUIREMENTS

THE FOLLOWING PAGES CONTAIN REQUIREMENTS FOR THE PRIME CONTRACTOR AND SUBCONTRACTORS.
APPENDIX C – GENESEE COUNTY PREVAILING WAGE REQUIREMENTS

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at www.WDOL.gov. A copy of the prevailing wage rates effective for this project are attached to this Contract (the "Effective Prevailing Wage Rates").

2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite.

3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.

4. The contractor shall not misclassify work assignments.

5. The contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.

6. If any person believes that the contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.

7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the “Auditor”). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.

8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor/prime contractor until such deficiency is remedied.

9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates specified in Attachment A. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates specified in Attachment A. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.

10. The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.
Attachment A
Rate Schedule

Upon the completion of a prevailing wage compliance audit, the Auditor shall invoice the cost of the audit to the responsible party. The Auditor shall calculate the cost of the compliance audit in accordance with this schedule:

- Hourly Rate: $100.00 per hour
- Mileage Rate: $ 0.55 per mile

Compliance audits consist of two main components: 1) a review of the certified payroll records, and 2) visits to the worksite to interview laborers and review check stubs.

**Review of Certified Payroll**
Certified payroll records are reviewed for apprentice registrations, hours worked, overtime, proper classifications, fringe benefit credits, and proper hourly rates. Time spent auditing certified payroll records depends on several factors. However, generally, the time taken to review one week of payroll records does not exceed one hour.

**Worksite Visits**
Mileage calculations are based on travel from Birmingham, Michigan. Time spent at the worksite to conduct wage rate interviews and review of check stubs varies depending on the crew size and the number of workers interviewed. In general, worksite visits do not exceed two hours.
### CARP0706-001 06/01/2018

<table>
<thead>
<tr>
<th>CARPENTER, Includes</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acoustical Ceiling</td>
<td>$26.51</td>
<td>20.94</td>
</tr>
<tr>
<td>Installation, Drywall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hanging, Form Work, and Metal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stud Installation</td>
<td>$26.51</td>
<td>20.94</td>
</tr>
</tbody>
</table>

* ELEC0948-001 11/26/2018

<table>
<thead>
<tr>
<th>ELECTRICIAN</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excludes Low Voltage Wiring</td>
<td>$36.82</td>
<td>22.78</td>
</tr>
<tr>
<td>Low Voltage Wiring</td>
<td>$28.75</td>
<td>16.70</td>
</tr>
</tbody>
</table>

### LABO1075-002 06/01/2018

<table>
<thead>
<tr>
<th>LABORER</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster</td>
<td>$22.82</td>
<td>13.51</td>
</tr>
</tbody>
</table>

### PAIN1052-001 06/01/2018

<table>
<thead>
<tr>
<th>PAINTER</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush &amp; Roler</td>
<td>$24.40</td>
<td>12.95</td>
</tr>
<tr>
<td>Spray</td>
<td>$25.75</td>
<td>12.95</td>
</tr>
</tbody>
</table>

There is nothing specifically listed for floor finish installers.

**Whole list:**

---

**By Selection criteria beginning with:**

- **State:** MICHIGAN
- **County:** Genesee
- **Construction Type:** BUILDING
- **WD Number:** [Mi83](#)
Building construction projects (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/04/2019</td>
</tr>
<tr>
<td>1</td>
<td>02/08/2019</td>
</tr>
</tbody>
</table>

ASBE0047-002 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.82</td>
<td>17.88</td>
</tr>
</tbody>
</table>

BOIL0169-001 03/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.65</td>
<td>26.22</td>
</tr>
</tbody>
</table>

BRMI0009-014 08/01/2016

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.60</td>
<td>18.96</td>
</tr>
<tr>
<td>$27.08</td>
<td>16.17</td>
</tr>
<tr>
<td>$27.08</td>
<td>16.17</td>
</tr>
</tbody>
</table>

Footnote:
Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation................$ 26.51</td>
<td>20.94</td>
</tr>
</tbody>
</table>

* ELEC0948-001 11/26/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN Excludes Low Voltage Wiring.$ 36.82</td>
<td>22.78</td>
</tr>
<tr>
<td>Low Voltage Wiring........$ 28.75</td>
<td>16.70</td>
</tr>
</tbody>
</table>

ENGI0324-011 06/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Power Equipment GROUP 1.................$ 38.68</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 2..............$ 35.38</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 3.................$ 32.73</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 4..................$ 31.02</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 5.................$ 31.02</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 6.................$ 25.16</td>
<td>23.85</td>
</tr>
<tr>
<td>GROUP 7.................$ 22.68</td>
<td>23.85</td>
</tr>
</tbody>
</table>

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 per hour above the group 1 rate.


POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirlie derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)
GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REINFORCING...............</td>
<td>$ 28.48</td>
<td>27.74</td>
</tr>
<tr>
<td>STRUCTURAL................</td>
<td>$ 35.52</td>
<td>28.65</td>
</tr>
</tbody>
</table>

LABO0334-005 06/01/2018

LABORER: Landscape & Irrigation

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$ 20.52</td>
<td>6.90</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 18.52</td>
<td>6.90</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1075-002 06/01/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Common or General; Grade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checker; Mason Tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brick/Cement/Concrete, Pipelayer;</td>
<td>$ 22.82</td>
<td>13.51</td>
</tr>
<tr>
<td>Sandblaster</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PAIN1052-001 06/01/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush &amp; Roler</td>
<td>$ 24.40</td>
<td>12.95</td>
</tr>
<tr>
<td>Spray</td>
<td>$ 25.75</td>
<td>12.95</td>
</tr>
</tbody>
</table>

PAIN1052-004 06/01/2018

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRYWALL FINISHER/TAPER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall sanding...........</td>
<td>$ 26.07</td>
<td>13.50</td>
</tr>
<tr>
<td>Hand work..................</td>
<td>$ 26.07</td>
<td>13.50</td>
</tr>
</tbody>
</table>
Machine work................$ 26.07            13.50
----------------------------------------------------------------
PLAS0016-005 04/01/2014
Rates Fringes
CEMENT MASON/CONCRETE FINISHER...$ 25.58            12.88
----------------------------------------------------------------
PLUM0370-002 06/01/2018
Rates Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation)....$ 37.81            20.60
PLUMBER, Excludes HVAC Pipe Installation..................$ 37.81            20.60
----------------------------------------------------------------
ROOF0149-005 06/01/2018
Rates Fringes
ROOFER.........................$ 27.43            16.78
----------------------------------------------------------------
SPMI0669-001 04/01/2017
Rates Fringes
SPRINKLER FITTER (Fire Sprinklers).................................$ 34.87            15.84
----------------------------------------------------------------
SHEE0007-008 05/01/2018
Rates Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation..................$ 30.64            22.76
----------------------------------------------------------------
SUMI2011-008 02/01/2011
Rates Fringes
IRONWORKER, ORNAMENTAL...........$ 18.48            7.93
TRUCK DRIVER: Tractor Haul Truck.................................$ 13.57            1.18
----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION
PART 1 GENERAL

1.01 PROJECT

A. Project Name:. Finish Renovations at Genesee County Jail
B. Owner's Name: Genesee County Jail
C. Design Professional's Name: THA Architects Engineers.
D. The Project consists of the removal and preparation of interior finishes at the Genesee County Jail and providing new finishes including painting, floor and ceiling finishes and new chair rail work.
E. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
F. Substantial Completion for Work of this Contract shall be achieved in accordance with the Instructions to Bidders, Section 00 21 13.

1.02 WORK BY OTHERS

A. None of the Work included in these Documents shall be performed by "Others", including the Owner's forces.

1.03 CONTRACTORS USE OF PREMISES

A. Limit use of premises for work and storage to allow:
   1. Owner occupancy at some locations.
B. The Owner will occupy the building during the entire period of construction. It is essential that building and services be maintained throughout the construction period, with minimum disturbance and disruption to the Owner's operations, clients and staff.
C. Welfare of the building occupants is to be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives.
D. The nature of this project is such that close coordination will be required of the Contractor with the Owner and Others having an interest in the project to assure that work on the site, access to and from the site, and the general conduct of operations is maintained in a safe and efficient manner.
E. Contractor shall arrange with Owner to sequence new construction and to make connections to utilities at such times that shall not interrupt utility services or cause unsatisfactory operations at other buildings or site locations adjacent to the Project.
F. Contractor, subcontractors and all workmen shall comply with the Owner's "No Smoking" policy.
   a. All property, inside the building and outside on the entire site are designated "DRUG FREE ZONES".
G. Contractor shall assume full responsibility for protection and safekeeping of all products, materials, equipment, etc., under this Contract.
H. Contractor shall obtain and pay for use of additional storage or work areas needed for operations under this Contract.
I. This is a secure facility. All contract workers on site must pass a security inspection. Access and exiting from the work site shall be controlled by Genesee County personnel at all times.

1.04 COMPLETION TIME AND LIQUIDATED DAMAGES

A. Entire project is anticipated to be complete and ready for Owner's full occupancy within 120 calendar days or the agreed upon time in the contract if different.
B. Under the Contract a sum of ten percent (10%) will be retained by the Owner until the completion date and the satisfactory resolution of all items contained in the “Punch List Review” and full occupancy of each Work Zone individually.
C. Work shall be sequenced as follows:

**Work Sequence Schedule**

<table>
<thead>
<tr>
<th>Work Zone</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>Third Floor Pod A (Including Mezzanine) and Center Control Area</td>
</tr>
<tr>
<td>Zone 2</td>
<td>Third Floor Pods C&amp;D (Including Mezzanine)</td>
</tr>
<tr>
<td>Zone 3</td>
<td>Fourth Floor Pods A &amp; B (Including Mezzanine) and Center Control Area</td>
</tr>
<tr>
<td>Zone 4</td>
<td>Fourth Floor Pods C &amp; D (Including Mezzanine)</td>
</tr>
<tr>
<td>Zone 5</td>
<td>Fifth Floor Pods A &amp; B (Including Mezzanine) and Center Control Area</td>
</tr>
<tr>
<td>Zone 6</td>
<td>Fifth Floor Pods C &amp; D (Including Mezzanine)</td>
</tr>
<tr>
<td>Zone 7</td>
<td>All First Floor Work</td>
</tr>
<tr>
<td>Zone 8</td>
<td>All Second Floor Work</td>
</tr>
</tbody>
</table>

**Work Zone Process**

1. Contractors will be allowed to work in Work Zones 7 & 8 at any time during the construction process. Coordinate all work with Owner based upon need for occupancy by staff and inmates at specific times of the day. A second shift time frame will be preferred for these Work Zones.
2. Work Zones 1 through 6 will require movement of inmates. The Contractor must complete all Work Zone 1 work prior to beginning Work Zone 2. All Work Zone 2 work must be completed prior to starting Work Zone 3, etc.
3. Upon completion of each Work Zone and the finalization of all related punch list items, the Contractor shall submit an Application for Payment for that Work Zone plus any work completed in Work Zones 7 & 8 during that period.
4. The Owner seeks to minimize the overall time of construction, therefore Contractors shall include in their base bid the cost of providing a full compliment of workers for two shifts each day (Saturdays and Sundays are allowed, but not required).

**1.05 CORRELATION AND INTENT OF CONSTRUCTION DOCUMENTS**

A. Anything noted in the Specifications and not shown on the Drawings, or shown on the Drawings and not noted in the Specifications, is of like effect - as if shown or noted in both.

B. In case of inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Design Professional interpretation.

C. On any drawings in which a portion of the Work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will also apply to all other like portions of the Work.

D. When the word "similar" appears on the drawings, it has a general meaning and is not to be interpreted as meaning identical, and all details shall be worked out in relation to their location and connection to the Work.

E. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written request to the Design Professional for clarification or interpretation. Any adjustment made by the Contractor without such a determination, will be at the Contractor’s own risk and expense.

**1.06 DEFINITIONS**

A. This paragraph supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

C. Furnish: To supply, deliver, unload, and inspect for damage.

D. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

E. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

F. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
G. Provide: To furnish and install.
H. Supply: Same as Furnish.

1.07 REQUESTS FOR INFORMATION (RFI'S):
A. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written Request for Information to the Design Professional for clarification or interpretation.
B. The Contractor is responsible for performing a thorough examination of the Documents prior to submitting an RFI to verify that the resolution cannot be achieved via the Base Bid Documents (Drawings and Specifications).
C. The General Contractor is responsible for answering Requests for Information (RFI's) submitted by sub-contractors. If subject of request is not covered on the Drawings or in the Specifications, Contractor shall forward RFI to Design Professional. Contractor is solely responsible for questions regarding coordination. RFI's received directly from sub-contractors will not be answered.
D. All RFI's shall be submitted on the form included in - THA Request for Information, following this section.
E. The form can be photocopied or scanned for use during this Project by the Contractor and all information must be typewritten or printed legibly.
F. RFI's are to be numbered sequentially by the Contractor prior to submission to the Design Professional's office.

1.08 SCHEDULE OF VALUES
A. Submit schedule on AIA Form G703. Contractor's standard form or automated printout will be considered upon request.
B. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement.
C. Schedule shall list the installed value of all components of the Work in detail to serve as a basis for computing values for progress payments. Material and labor costs shall be individually and separately itemized for each Work Zone.

1.09 APPLICATIONS FOR PAYMENTS
A. Submit three copies of each application as follows:
   1. One on an original AIA Form G702, signed and notarized.
   2. Two legible copies of original, signed and notarized.
B. Submit the following with each application:
   1. Contractor's Sworn Statement that all bills up to the amount requested have been paid.
   2. Waivers of Lien from all persons and entities receiving Contract funds, including but not limited to Subcontractors, Subcontractors, suppliers, materialmen, consultants and the Contractor's draws for monthly progress.
C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
D. List each authorized Change Order, as an extension on continuation sheet, listing Change Order number and dollar amount.

1.10 CHANGE PROCEDURES

1.11 ALTERNATES:
A. Alternates quoted on Bid Proposal Forms will be reviewed and accepted or rejected at the Owner's option.
B. Coordinate related Work and modify surrounding Work as required for the complete furnishing and installation of the Alternate as requested.
C. Schedule of Alternates:
   1. Alternate #1: Amount to be added to the base bid cost to provide Sherwin Williams Zero Voc Waterborne Catalyzed Epoxy paint and primer at all concrete and masonry walls and all concrete and plaster ceilings in lieu of latex paint.
1.12 CONFERENCES
A. Design Professional will schedule a preconstruction conference after Notice of Award for all affected parties.

1.13 PROGRESS MEETINGS
A. The Contractor shall have the sole responsibility to schedule and administer meetings throughout progress of the Work at minimum two (2) week intervals.
B. Preside at meetings, record minutes, and distribute copies within two days to participants and those affected by decisions made.
C. Attendance of meetings shall be required of the following:
   1. Contractor and job superintendent.
   2. Subcontractors and suppliers as appropriate to agenda.
   3. Owner, Design Professional and professional consultants may attend as appropriate.

PART 2 COORDINATION AND QUALITY CONTROLS

2.01 COORDINATION
A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
B. Review shop drawings, product data, and samples for compliance with Contract Documents and for coordination with related work.
C. Conduct and participate in meetings among Contractors, Subcontractors, Vendors, Suppliers, and Fabricators and others concerned, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.
D. Check field dimensions and clearances and relationship to available space and anchorage.
E. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings for efficient use of available space, for proper sequence of installation and to resolve conflicts. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
G. In finished areas, conceal pipes, ducts, and wiring within the construction.
H. Coordinate requirements for all blocking, backing and grounds necessary for the proper installation of Work of the various Sections of specifications.
I. Provide all access panels required by Work of the various Sections of specifications, whether specifically shown on the Drawings or not.

2.02 CUTTING AND PATCHING
A. Employ a skilled and experienced installer to perform cutting and patching Work; restore Work with new Products.
B. Submit written request in advance of cutting or altering structural or building enclosure elements not indicated on Drawings.
C. Use construction industry recognized and acceptable cutting methods to avoid damage to other work or finishes to remain and which will provide proper surfaces for patching and finishing.
D. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
E. Refinish surfaces to match adjacent finishes.

2.03 ALTERATION PROCEDURES
A. Prepare surfaces by removing existing surface finishes, unsuitable or damage material to provide for proper installation of new work and new finishes.
B. Where new work abuts or aligns with existing, make a smooth and even transition. Patch work shall match existing adjacent work in texture and appearance.
C. When finish surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at natural line of division.
D. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

E. Repair substrate prior to patching finish.

F. Finish patches to produce uniform finish and texture over entire area. When finish can not be matched, rework entire surface to nearest intersection.

2.04 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

B. Comply fully with manufacturers' instructions.

C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

PART 3 SUBMITTALS

3.01 SUBMITTAL PROCEDURES (SHOP DRAWINGS, PRODUCT DATA AND SAMPLES)

A. Submittal format to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.

B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

E. Distribute copies of reviewed shop drawings to subcontractors, suppliers and other concerned entities.

F. Furnish all submittals indicated in individual specification Sections and as summarized in Section 01 33 01 - Submittal Summary. The Summary is not to be considered all-inclusive and the Contractor shall thoroughly review all Sections to ensure that all Submittal Requirements are fulfilled.

G. Design Professional will review up to two (2) submissions, original and one (1) resubmission of all submittals made by Contractor. Thereafter, additional reviews will be at Contractor's expense. Design Professional will record time required reviewing and approving submissions in excess of original and one resubmission, and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's monthly or periodic pay requests.

3.02 CONTRACTOR'S REVIEW

A. Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

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

C. Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data or Samples unless the Contractor has specially informed the Design Professional in writing of such deviation at the time of submission and the Design Professional has given written approval to the specified deviation. Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Design Professional's approval thereof.

D. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by Design Professional on previous submittals.

3.03 SHOP DRAWINGS

A. Submit in accordance with paragraph 3.01 Submittal Procedures.
B. If submitting hard copies, submit four (4) sets of Shop Drawings. Two (2) copies will be retained by Design Professional, remaining copies will be returned to Contractor. Any reproducible Shop Drawings will be noted and returned but should be inclusive of the four (4) total sets.

C. If submitting shop drawings via e-mail, please send One (1) complete set to Project Architect in .pdf format.

D. Direct copies of Contract Drawings shall not be used for Shop Drawings.

E. Shop Drawings submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.

F. Any Shop Drawings in excess of the four (4) sets will be returned without notations nor Design Professional stamp.

3.04 PRODUCT DATA

A. Submit in accordance with paragraph 3.01 Submittal Procedures.

B. If submitting hard copies, submit four (4) copies of Product Data. Two (2) copies will be retained by Design Professional and two (2) copies will be returned to Contractor.

C. If submitting product data via e-mail, please send One (1) complete set to Project Architect in .pdf format.

D. Mark each copy to identify applicable products, models, options, performance characteristics, and other data. Note applicable standards, such as ASTM or Federal Specifications. Supplement manufacturers’ standard data to provide information unique to this project.

E. Contractor shall submit material safety data sheets (MSDA) on all products requiring these sheets.

F. Product Data submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.

G. Any Submittals in excess of the four (4) sets will be returned without notations nor Design Professional stamp.

3.05 SAMPLES

A. Submit in accordance with paragraph 3.01 Submittal Procedures.

B. Submit samples to illustrate functional and aesthetic characteristics of the Product.

C. Submit physical samples of finishes applied to the actual material which will be provided from the full range of manufacturers’ standard colors, textures, and patterns for Design Professional selection.

D. Submit a total quantity of one (1) samples for an individual product.

E. Samples shall become the property of THA Architects Engineers and will not be returned to the Contractor, vendor or supplier.

F. Photocopies and/or photographs of the manufacturer’s sample materials will not be reviewed nor returned.

3.06 MANUFACTURERS’ CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers’ certificate to Design Professional for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

3.07 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within ten (10) days after date established in Notice to Proceed for Design Professional review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

D. Show submittal dates required for shop drawings, product data and samples.
PART 4 TEMPORARY CONTROLS

4.01 TEMPORARY ELECTRICITY
   A. Coordinate with Basic Electrical Requirements, Section 26 00 00.
   B. Connect to existing power service. Power consumption shall not disrupt Owner’s need for continuous service. Owner shall pay for power consumed.
   C. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

4.02 TEMPORARY LIGHTING
   A. Coordinate with Basic Electrical Requirements, Section 26 00 00.
   B. Provide and maintain temporary lighting for construction operations.
   C. Permanent building lighting may be utilized during construction. Repair and clean fixtures, lens, diffusers, and replace all bulbs and lamps at end of construction.

4.03 TEMPORARY HEAT
   A. Coordinate use of existing heating system with Owner; extend and supplement with temporary units as required. Owner shall pay costs of energy used.

4.04 TEMPORARY VENTILATION
   A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gases.
   B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

4.05 TELEPHONE SERVICE
   A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

4.06 TEMPORARY WATER SERVICE
   A. Connect to existing water source for construction operations. Owner shall pay for water used.
   B. Extend branch piping as required so that water is available by use of hoses.

4.07 TEMPORARY SANITARY FACILITIES
   A. Provide and maintain required facilities and enclosures in compliance with governing laws and regulations. Existing facilities may be used.
   B. Maintain in clean and sanitary condition.

4.08 BARRIERS AND FENCING
   A. Provide as required to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

4.09 PROTECTION OF WORK AND EXISTING PROPERTY
   A. Protect installed Work and provide special protection where specified in individual specification Sections.
   B. Prohibit traffic or storage upon uncured surfaces.
   C. Secure as required to protect Work, materials, equipment, tools, etc., and existing facilities from unauthorized entry, vandalism, or theft. Contractor shall coordinate with Owner designated secure areas for holding all equipment and materials after work hours.

4.10 FIELD OFFICES AND SHEDS
   A. Coordinate use of existing facilities with Owner for temporary office/meeting area.

4.11 CONSTRUCTION CLEANING
   A. Maintain areas under Contractors’ control free of waste materials, debris, and rubbish. Maintain site in clean and orderly conditions.
   B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to closing space.
C. Periodically clean interior areas to provide suitable conditions for work.
D. Clean interior areas prior to start of surface finishing, and continue cleaning on an as needed basis.
E. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.

PART 5 MATERIAL AND EQUIPMENT

5.01 PRODUCTS
A. No materials or products containing asbestos in manufacturer or application may be used. All products must be asbestos free.
B. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for re-use.
C. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
D. Use interchangeable components of the same manufacture for similar components.

5.02 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION
A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.
B. Transport products by methods required to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

5.03 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
B. Products Specified by Naming Only One Manufacturer: No options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
D. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named on Substitution Request Form included in Section 01 10 01.

5.04 SUBSTITUTIONS
A. Instructions to Bidders, Section 00 21 13 specifies the time for submitting requests for substitutions during the bidding period to requirements specified in this Section.
B. After Award of Contract substitutions will only be considered when a Product becomes unavailable through no fault of the Contractor.
C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
D. Submit requests for proposed substitution on Substitution Request Form included at end of Division 1. When substitution is not accepted, provide specified product. Limit each request to one proposed substitution.
E. Should a substitution be approved and then prove to be defective or otherwise unsatisfactory for its intended service, the Contractor shall, replace same with the material originally specified without cost to Owner or obligation on the part of the Design Professional. (i.e., all substitutions must carry a warranty guaranteeing they are equal to specified items.)

5.05 DEMONSTRATION AND INSTRUCTIONS
A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.
PART 6 CONTRACT CLOSEOUT

6.01 CONTRACTOR CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for the Design Professional's final inspection.

B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and amount remaining due.

C. Submit with final Application for Payment a minimum of two copies of each of the following:
   1. Consent of Surety to Final Payment.
   2. Warranties and Guarantees.
   3. Operation and Maintenance Data.
      a. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
   4. Affidavits that the following Interior Finish Materials meet specified fire rating classification:
      a. Carpet and wall base.
   5. Contractor Certification of Asbestos-Free Product Installation Form.

D. Advise Owner of pending insurance change over requirements.

E. Create a "Completion List" for the Project which shall be itemized in the order of the room names and numbers assigned in the "Room Finish Schedule". This list should include all deficiencies and omissions for each room with a brief description of each item, sequentially numbered. This list shall be distributed to all contractors for their review and resolution and a copy is to be submitted to THA Architects Engineers when all items have been resolved satisfactorily and the Contractor is ready for the Design Professional's inspection of the work.

F. When the Design Professional completes the "Punch List Review", a Certificate of Substantial Completion - AIA G704 will be published which will include a copy of the "Punch List Review". The Contractor and/or Subcontractor will be allowed a maximum of three (3) calendar days from the Date of Substantial Completion to satisfactorily resolve all items contained in the "Punch List Review" or negotiate with the Design Professional to arrive at a mutually accepted reduced quantity of items. This will occur after Substantial Completion of each Work Zone prior to starting the next Work Zone.

G. Design Professional will make up to two (2) inspections of final Work. Thereafter, additional re-inspections will be at Contractor's and/or Subcontractor's expense. Design Professional will record time, including travel time and mileage, required in making re-inspections and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's and/or Subcontractor's final pay request.

6.02 OPERATION AND MAINTENANCE DATA

A. Submit two (2) sets prior to final payment, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic hardback covers and suitable index.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and title of project.

C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents:
   1. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
   2. Operation and maintenance instructions, arranged by system.

E. Project documents, certificates and test data.
   1. Warranties and Guarantees.

6.03 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of Contract Documents to be utilized for record documents; including all Drawings, Specifications, Addenda, Change Orders and other Modifications, approved Shop Drawings, Product Data, and Samples.
B. Record actual revisions to the Work. Record information concurrent with construction progress.
C. Specifications: Legibly mark and record at each Product Section a description of actual Products installed.
D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
E. Submit set of record documents to Design Professional with final Application for Payment.
F. Maintain on site, manufacturer's certifications, inspection certifications, field test reports, and other documents required by individual specification sections.

PART 7 CLEANING AND ADJUSTING

7.01 FINAL CLEANING
A. Execute final cleaning prior to final inspection. Provide all necessary general "house cleaning" to provide a ready to move into facility without additional cleaning being required by the Owner.
B. Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Damp mop and buff resilient and hard surface floors. Clean transparent, glossy and reflective surfaces to a clear shine.
C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
D. If Contractor fails to clean up at completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

7.02 ADJUSTING
A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

PART 8 WARRANTIES

8.01 WARRANTIES
A. Provide duplicate copies.
B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
C. Submit prior to final Application for Payment.
D. Warranty Requirements:
   1. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of the warranty on Work that incorporates produces, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
   2. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
   3. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. Reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
   4. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost of replacing or rebuilding defective work regardless of whether Owner has benefited from use of work through a portion of its anticipated useful service life.
   5. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
E. Furnish all warranties indicated in individual specification Sections as well as a One (1) Year General Contractor's and a One (1) Year Subcontractor's labor and material Warranty for work performed within this Project. These Warranties shall be submitted on the company's letterhead stationary, signed by a corporate officer or owner of the firm and notarized.

END OF SECTION
SECTION 01 10 01
SUBSTITUTION REQUEST FORM

PROJECT NAME: ____________________________________________________________

PROJECT No: _________________________________

Contractor/Vendor Name: ____________________________________________________

Street Address: __________________________________________________________

City, State, ZIP: __________________________________________________________

Telephone: ______________________ Contact Person: __________________________

REFERENCE

<table>
<thead>
<tr>
<th>Drawing Sheet Number:</th>
<th>Specification Section Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Detail Number:</td>
<td>Paragraph Number:</td>
</tr>
</tbody>
</table>

Specified Product Manufacturer:

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Proposed Substitution (Mfg., Model No., Etc.):

Submit with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

1. Does the substitution affect dimensions, framing layout, structural framing shown on the Drawings?
   a. Yes____ No____ If yes, clearly indicate changes:

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

2. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
   a. Yes____ No____ If no, fully explain:

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________
3. What affect does substitution have on other Contracts or other trades?

__________________________________________________________________________________________________________________________________________________________


4. What affect does substitution have on construction schedule?

__________________________________________________________________________________________________________________________________________________________


5. Manufacturer’s warranties of the proposed and specified items are:
   1) Same____ Different____ (explain on an attachment)

6. Reason for Request:

__________________________________________________________________________________________________________________________________________________________


7. Attach itemized comparison of specified item(s) with the proposed substitution.
8. Attach accurate cost data comparing proposed substitution with product specified.

Certification of Equal Performance and Assumption of Ability for Equal Performance:

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

NAME: _______________________________________________________________________________
(Please Type or Print)

TITLE: _______________________________________________________________________________

SIGNATURE: __________________________________________________ DATE: ________________

Signature above shall be by person having authority to legally bind his firm to the above terms.

Failure to provide legally binding signature will result in retraction of approval.

FOR USE BY DESIGN PROFESSIONAL:


<table>
<thead>
<tr>
<th>Accepted</th>
<th>Remarks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted as Noted</td>
<td></td>
</tr>
<tr>
<td>Not Accepted</td>
<td></td>
</tr>
<tr>
<td>Received Too Late</td>
<td></td>
</tr>
</tbody>
</table>

BY: __________________ DATE: __________________

END OF REQUEST FORM
SECTION 01 10 02
ASBESTOS-FREE CERTIFICATION FORM

PROJECT NAME & NO: ______________________________________________________

BUILDING NAME: _______________________________________________________

STREET ADDRESS: _______________________________________________________

CITY, STATE, ZIP: _______________________________________________________

CONTRACTOR NAME: _____________________________________________________

STREET ADDRESS: _______________________________________________________

CITY, STATE, ZIP: _______________________________________________________

BRIEF SCOPE OF CONTRACTED ACTIVITIES: _________________________________

_______________________________________________________________________

___________________________, REPRESENTING AND HAVING SIGNATORY POWER FOR,
(Print or type name)

___________________________, HEREBY ATTEST THAT ANY AND ALL PRODUCTS
(COMPANY NAME)

AND OR MATERIALS THAT THIS COMPANY HAS INSTALLED OR INTRODUCED INTO THE ABOVE-
MENTIONED PROJECT AND BUILDING, ARE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS
AND ASBESTOS-FREE (OR LESS THAN ONE PERCENT ASBESTOS BY WEIGHT).

SIGNATURE ______________________________ TITLE _________________________

ADDRESS ______________________________________________________________

CITY/STATE/ZIP CODE ____________________________________________________

ATTACHMENT: MANUFACTURER’S SPECIFICATIONS

END OF SECTION
THA ARCHITECTS ENGINEERS ELECTRONIC FILE TRANSFER POLICY

THA ARCHITECTS ENGINEERS (THA) WILL PROVIDE ELECTRONIC FILES FOR THE PURPOSE OF PREPARING SHOP DRAWINGS, SUBJECT TO THE FOLLOWING:

TERMS AND CONDITIONS

A. THA’s electronic files are compatible with AutoCAD Release 2013.
   1. THA makes no representation as to the compatibility of these files with your hardware or software beyond their release specifications.
   2. Layer names are based on the AIA CAD Layer Guidelines.

B. Data contained on these electronic files is part of THA’s instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse will be at the sole risk and without liability or legal exposure to THA. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against THA, which may arise out of or in connection with your use of the electronic files.

C. Furthermore you shall, by the fullest extent permitted by the law, indemnify and hold harmless THA from all claims, damages, losses and expenses, including any attorneys’ fees arising out of or resulting from your use of these electronic files.

D. These electronic files are not contract documents and THA makes no representation regarding the accuracy or completeness of the electronic documents you receive. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the project.
   1. Titles, dates, dimensions, notes, and other data may be deleted from these files.
   2. Significant differences may exist between the electronic files and corresponding hard copy contract documents due to addenda, change orders, or other revisions.
   3. In the event a conflict arises between the signed documents prepared by THA and the electronic files, the signed contract documents shall govern.

E. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, THA reserves the right to remove all indication of it’s ownership and/or involvement for each electronic display.

F. A service fee of $200.00 per file shall be payable to THA upon delivery of the electronic files.

G. Under no circumstances shall the delivery of the electronic files for your use by you be deemed a sale by THA, and THA makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall THA be liable for any loss of profit or any consequential damages.

H. THA will provide the electronic files as indicated by name, file size, and date on the attached transmittal. By your acceptance of these electronic files, you agree to the terms and conditions as stated above.

END OF SECTION
THA BULLETIN PRICING FORMAT

PRICING BREAKDOWNS SHALL ONLY BE SUBMITTED FOLLOWING A PUBLISHED BULLETIN

UPON RECEIPT OF THE BULLETIN, THE GENERAL CONTRACTOR HAS THE RESPONSIBILITY TO:

A. Submit cost quotation, in detail, as promptly as possible. It must be dated and signed. Lump sum proposals will not be accepted and will be returned to the General Contractor for resubmittal.

B. Prepare the cost breakdown for each item in the Bulletin, individually & separately, in detail, using the following format and including the material, labor, labor fringes, equipment costs and overhead/profit as allowed by the Contract Documents.

EACH BULLETIN ITEM SHALL BE QUOTED USING THE FOLLOWING GENERAL FORMAT:

BULLETIN #-- ITEM #--

A. Material Cost:
   1. List all material items by unit cost x total units = cost
   2. Add applicable sales tax
   3. Add applicable shipping costs
   4. State the Subtotal of the Material Costs

C. Labor Cost:
   1. List each trade and the hourly rate x quantity of hours = cost/hour
      (Including the burden for fringe benefits, pension, FICA, etc.)
   2. State the Subtotal of the Labor Costs

D. Equipment Cost:
   1. Rental charge or equivalent daily cost, including operating costs excluding labor x total days = cost
   2. State the Subtotal of the Equipment Costs

E. State the Subtotal for all Material, Labor and Equipment Costs as shown above.

F. Overhead & Profit Cost:
   1. Percentage allowed by the General Requirements of the Contract for work performed by the General Contractor’s forces or by Subcontractor’s forces.
   2. State the Subtotal of the O & P Costs

EACH BULLETIN ITEM SHALL BE SUMMARIZED INDIVIDUALLY & SEPARATELY:

Clearly identify the Bulletin number and Item number TOTAL costs (or credits) calculated from the breakdown shown above.

Each pricing submittal shall include a signature block in a format similar to this:

SIGNED ______________________________________ DATE ________________

PRINTED/TYPED NAME_____________________________________________________

COMPANY__________________________________________________________

ATTACH ALL PRICING DOCUMENTATION. SUBMITTALS LACKING COMPLETE AND THOROUGH BACKUP DATA WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.

END OF SECTION
REQUEST FOR INFORMATION (RFI)

RFI NO: ______________ DATE: __________________

THE GENERAL CONTRACTOR, SUBCONTRACTOR, VENDOR AND SUPPLIER SHALL PERFORM A THOROUGH REVIEW OF THE DOCUMENTS PRIOR TO SUBMITTING A REQUEST FOR INFORMATION (RFI) TO THE DESIGN PROFESSIONAL.

Project Name: __________________________ Project No: ______________

Company Name: ______________________________________________________

Street Address: ______________________________________________________

City, State, ZIP: _____________________________________________________

Telephone No: __________________ Cellular No: _________________________

Contact Person: ______________________________________________________

Drawing Page No: ______ Specification Section: __________________________

SUBJECT OF RFI: ______________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

THA ARCHITECTS ENGINEERS RESPONSE: _____________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Respondent: ____________________________ Date: ________________________

END OF SECTION
SECTION 01 41 01
PREVAILING WAGE RATES
THE FOLLOWING PAGES CONTAIN REQUIREMENTS FOR COMPLIANCE WITH MICHIGAN PUBLIC ACT 166
OF 1965, PREVAILING WAGES ON STATE PROJECTS.

Refer to Appendix C – Genesee County Prevailing Wage Requirements

END OF SECTION
SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Building demolition.

1.02 REFERENCE STANDARDS

1.03 QUALITY ASSURANCE
A. Demolition Firm Qualifications: Company specializing in the type of work required.
   1. Minimum of 5 years of documented experience.

1.04 PROJECT CONDITIONS
A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

PART 2 EXECUTION

2.01 SCOPE
A. Demolition of a portion of existing ceilings and floor finishes.
B. Temporary support of existing light fixtures where new ceilings are to be installed.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS
A. Comply with other requirements specified in Section 01 10 00 - General Requirements.
B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Comply with applicable requirements of NFPA 241.
   2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   3. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
C. Do not begin removal until receipt of notification to proceed from Owner.
D. Minimize production of dust due to demolition operations.
E. If hazardous materials are discovered during removal operations, stop work and notify Design Professional and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB’s, and mercury.

2.03 SPECIFIC PROCEDURES
A. At areas to receive new suspended acoustic ceilings, provide temporary support for existing light fixtures in place. Reinstall lights in new ceiling centered on grid.
B. Prior to painting pods, remove wall and suspended acoustical panels. Reinstall once painting is complete.

2.04 DEBRIS AND WASTE REMOVAL
A. Remove debris, junk, and trash from site.
B. Remove from site all materials not to be reused on site; do not burn or bury.
C. Leave site in clean condition, ready for subsequent work.

END OF SECTION
SECTION 06 20 00
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Wood chair rails.

1.02 RELATED REQUIREMENTS
A. Section 09 90 00 - Painting and Coating: Painting and finishing of finish carpentry items.

1.03 REFERENCE STANDARDS
A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.

1.04 SUBMITTALS
A. See Section 01 10 00 - General Requirements for submittal procedures.
B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
   1. Minimum Scale of Detail Drawings: 1-1/2 inch to 1 foot.
   2. Provide the information required by AWI/AWMAC/WI Architectural Woodwork Standards.

1.05 QUALITY ASSURANCE
A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
   1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

1.06 DELIVERY, STORAGE, AND HANDLING
A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS
A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.
B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
C. Interior Woodwork Items:
   1. Chair rail – Solid, machined 1 ¾” x 6” Maple hardwood.

2.02 LUMBER MATERIALS
A. Hardwood Lumber: Maple species, as indicated above, Plain sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

2.03 FASTENINGS
A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
B. Fasteners: Of size and type to suit application; zinc finish in concealed locations and nickel chrome finish in exposed locations.
   1. Fasteners at chair rails to be self tapping bolts, recessed and wood plugged to match finish.
C. Concealed Joint Fasteners: Threaded steel.

2.04 ACCESSORIES
A. Primer: Alkyd primer sealer.
B. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 FABRICATION
A. Shop assemble work for delivery to site, permitting passage through building openings.
B. Fit exposed sheet material edges with 3/8 inch matching hardwood edging. Use one piece for full length only.
C. Shop prepare and identify components for book match grain matching during site erection.
D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.06 SHOP FINISHING
A. Sand work smooth.
B. Apply wood filler in exposed nail and screw indentations.
C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
D. Finish work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5 - Finishing for Grade specified and as follows:
   1. Transparent:
      a. System - 11, Polyurethane, Catalyzed.
      b. Stain: As selected by Design Professional.
      c. Sheen: Satin.
E. Stain, seal, and varnish exposed to view surfaces. Brush apply only.
F. Seal internal surfaces and semi-concealed surfaces. Brush apply only.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify adequacy of backing and support framing.

3.02 INSTALLATION
A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
B. Set and secure materials and components in place, plumb and level.
C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 TOLERANCES
A. Maximum Variation from True Position: 1/16 inch.
B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION
SECTION 09 51 00  
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Suspended metal grid ceiling system.
B. Acoustical ceiling pads.

1.02 REFERENCE STANDARDS
D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

1.03 ADMINISTRATIVE REQUIREMENTS
A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS
A. See Section 01 10 00 - General Requirements, for submittal procedures.
B. Product Data: Provide data on suspension system components and acoustical units.
C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 10 00 General Requirements, for additional provisions.
   2. Extra Acoustical Units: 80 sq. ft of each type and size.

1.05 QUALITY ASSURANCE
A. Fire-Resistive Assemblies: Complete assembly listed and classified by UL for the fire resistance indicated.
B. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
C. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS
A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS
A. Manufacturers:
   4. Substitutions: Products manufactured by others that meet or exceed this specification may be considered if the request is submitted within the parameters outlined in the bidding documents.
B. Acoustical Units - General: ASTM E1264, Class A.
   1. Panel: Painted mineral fiber, ASTM E1264 Type III
2. Size: 24 x 24 inches.
3. Thickness: 3/4 inches.
5. Light Reflectance: 85 percent, determined as specified in ASTM E1264.
6. NRC Range: 70 to 75, determined as specified in ASTM E1264.
7. Ceiling Attenuation Class (CAC): 40, determined as specified in ASTM E1264.
8. Edge: Square.

2.02 SUSPENSION SYSTEM(S)

A. Manufacturers:
   1. Same as for acoustical units.

B. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.

C. Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; intermediate-duty.
   1. Profile: Tee; 15/16 inch wide face.
   2. Construction: Double web.

2.03 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.

B. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.

B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

C. Locate system on room axis according to reflected ceiling plan. Layout pattern in room to avoid any tile cuts less than 3 inches.

D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.

E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.

I. Do not eccentrically load system or induce rotation of runners.

J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.
   2. Overlap and rivet corners.

K. Secure existing light fixtures in place during demolition of existing ceiling and install in new suspended ceiling, centered in grid.
3.03 INSTALLATION - ACOUSTICAL UNITS
   A. Install acoustical units in accordance with manufacturer's instructions.
   B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
   C. Fit border trim neatly against abutting surfaces.
   D. Install units after above-ceiling work is complete.
   E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
   F. Cutting Acoustical Units:
      1. Make field cut edges of same profile as factory edges.
   G. Where round obstructions occur, provide preformed closures to match perimeter molding.
   H. Install hold-down clips on panels within 20 ft. of an exterior door.

3.04 TOLERANCES
   A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
   B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Resilient tile flooring.
   B. Resilient base.
   C. Installation accessories.

1.02 SUBMITTALS
   A. See Section 01 10 00 - General Requirements, for submittal procedures.
   B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
   C. Selection Samples: Submit manufacturer's complete set of color samples for Design Professional's initial selection.
   D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 10 00 - General Requirements, for additional provisions.
      2. Extra Flooring Material: 35 square feet of each type and color.
      3. Extra Wall Base: 12 linear feet of each type and color.

1.03 DELIVERY, STORAGE, AND HANDLING
   A. Protect roll materials from damage by storing on end.

1.04 FIELD CONDITIONS
   A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
   B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 RESILIENT TILE FLOORING
   A. Vinyl Composition Tile: Homogeneous, with color extending throughout thickness, and:
      1. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
      2. Size: 12 x 12 inch.
      3. Thickness: 0.125 inch.
      5. Manufacturers:
         c. Substitutions: Products manufactured by others that meet or exceed this specification may be considered if the request is submitted within the parameters outlined in the bidding documents.

2.02 RESILIENT BASE
   A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
      1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
      2. Height: 4 inch.
      3. Thickness: 0.125 inch thick.
      5. Length: Roll.
      6. Color: Color as selected from manufacturer's standards.
      7. Accessories: Premolded external corners and end stops.
      8. Manufacturers:


e. Substitutions: Products manufactured by others that meet or exceed this specification may be considered if the request is submitted within the parameters outlined in the bidding documents.

2.03 ACCESSORIES

A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.

B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.

1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.

C. Moldings, Transition and Edge Strips: Same material as flooring.

D. Filler for Coved Base: Plastic.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.

1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.

C. Prohibit traffic until filler is cured.

D. Clean substrate.

E. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install in accordance with manufacturer's instructions.

C. Spread only enough adhesive to permit installation of materials before initial set.

D. Fit joints tightly.

E. Set flooring in place, press with heavy roller to attain full adhesion.

F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.

G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.

1. Resilient Strips: Attach to substrate using adhesive.

H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

I. At movable partitions, install flooring under partitions without interrupting floor pattern.

3.04 TILE FLOORING

A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless manufacturer's instructions say otherwise.
B. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.

3.05 RESILIENT BASE
A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
C. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.06 CLEANING
A. Remove excess adhesive from floor, base, and wall surfaces without damage.
B. Clean in accordance with manufacturer's instructions.

3.07 PROTECTION
A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION
PART 1 GENERAL
1.01 SECTION INCLUDES
A. Carpet tile, loose laid with edges and control grid adhered.
1.02 RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors.
B. Section 09 65 00 - Resilient Flooring: Wall base and edge reducer strip.
1.03 REFERENCE STANDARDS
C. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute; 2009.
D. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; Carpet and Rug Institute; Current Edition.
1.04 SUBMITTALS
A. See Section 01 10 00 - General Requirements for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
1.05 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
B. Installer Qualifications: Company specializing in installing carpet with minimum five years experience.
1.06 FIELD CONDITIONS
A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS
2.01 MANUFACTURERS
A. Acceptable Manufacturers:

2.02 MATERIALS
A. Carpet Tile
1. Multi-level pattern loop; solution dyed nylon.
2. Tile Size: 24 x 24 inch, nominal.
3. Gage: 1/10 to 1/12
4. Color: To be selected by Design Professional.
5. Radiant Panel: Class 1 ASTM E64.
6. Protective Treatment: Inherent stain resistance.
8. Stitches: 8 to 12 per inch.

2.03 ACCESSORIES
A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
B. Edge Strips: Vinyl, color as selected.
C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC of 50 g/L; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

3.02 PREPARATION
A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
D. Vacuum clean substrate.

3.03 INSTALLATION
A. Starting installation constitutes acceptance of sub-floor conditions.
B. Install carpet tile in accordance with manufacturer's instructions and CRI Carpet Installation Standard.
C. Blend carpet from different cartons to ensure minimal variation in color match.
D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
E. Locate change of color or pattern between rooms under door centerline.
F. Adhere carpet tile to substrate along centerline of rooms, at perimeter of rooms, where tiles are cut, and at 15 foot intervals throughout rooms. Lay remainder of tile dry over substrate.
G. Trim carpet tile neatly at walls and around interruptions.
H. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING
A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
B. Clean and vacuum carpet surfaces.

END OF SECTION
PART 1 GENERAL
1.01 SECTION INCLUDES

A. Surface preparation.
B. Field application of paints, stains, varnishes, and other coatings.
C. Scope: Finish all interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following specialty items:
   1. Exposed surfaces of steel lintels and ledge angles and all miscellaneous metals.
   2. All hollow metal door and frames including glass lite frames. All exterior steel window frames at interior side.
   3. Mechanical and Electrical:
      a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
      b. In finished areas, paint shop-primed items.
      c. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
      d. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
D. Do Not Paint or Finish the Following Items:
   1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
   7. Glass.
   8. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 05 50 00 - Metal Fabrications: Shop-primed items.
B. Section 05 51 00 - Metal Stairs: Shop-primed items.
C. Section 21 05 53 - Identification for Fire Suppression Piping and Equipment: Color coding scheme for items to be painted under this section.
D. Section 22 05 53 - Identification for Plumbing Piping and Equipment: Color coding scheme for items to be painted under this section.
E. Section 23 05 53 - Identification for HVAC Piping and Equipment: Color coding scheme for items to be painted under this section.
F. Section 26 05 53 - Identification for Electrical Systems: Color coding scheme for items to be painted under this section.

1.03 DEFINITIONS

A. Conform to ASTM D16 for interpretation of terms used in this section.
B. The terms "Latex" and/or "Acrylic Latex", when used in this Specification Manual, shall refer to paint that is stabilized with Acrylic Resin and shall be universally defined within these Documents as "100% Acrylic Resin". Vinyl Acrylic paints are not acceptable.

1.04 REFERENCE STANDARDS

D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.05 SUBMITTALS
A. See Section 01 10 00 - General Requirements, for submittal procedures.
B. Product Data: Provide complete list of all products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
C. Samples: Submit manufacturer's paper chip samples illustrating range of colors and textures available for each surface finishing product scheduled.
D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on coated card stock, 8 x 10 inch in size.
E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Paint and Coatings: 1 gallon of each color and type; store where directed.
   2. Label each container with color and type in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS
A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.

PART 2 PRODUCTS
2.01 MANUFACTURERS
A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
B. Paints:

2.02 PAINTS AND COATINGS - GENERAL
A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
   1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly
      dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying
      or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions
      of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade
      lighter than succeeding coat, with final finish coat as base color.
   4. Supply each coating material in quantity required to complete entire project's work from a single
      production run.
   5. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is
      specifically described in manufacturer's product instructions.
B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer
   categorized as "best" by the manufacturer.
C. Volatile Organic Compound (VOC) Content:
   1. Provide coatings that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for
         Architectural Coatings.
      b. Architectural coatings VOC limits of State in which the project is located.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D
      (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other
      method acceptable to authorities having jurisdiction.
D. Chemical Content: The following compounds are prohibited:
   1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon
      compounds containing one or more benzene rings).
   2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl)
      phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl
      phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl
      ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene),
      1,1,1-trichloroethane, vinyl chloride.
E. Flammability: Comply with applicable code for surface burning characteristics.
F. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Design Professional after award of contract.
   2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they
      are mounted on/under.
   3. In utility areas, finish equipment, piping, conduit, and exposed duct work in colors according to the
      color coding scheme indicated.
G. See painting schedule at end of section for materials and number of coats.

2.03 ACCESSORY MATERIALS
A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and
   clean-up materials required to achieve the finishes specified whether specifically indicated or not;
   commercial quality.
B. Patching Material: Latex filler.
C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION
3.01 EXAMINATION
A. Do not begin application of coatings until substrates have been properly prepared.
B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Gypsum Wallboard: 12 percent.
   2. Plaster and Stucco: 12 percent.
   3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
   4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
   5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing coatings that exhibit surface defects. There are many areas where paint is peeling or cracked. All area must be scraped to remove loose paint.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

I. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

J. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas and cotton.

K. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

L. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).

M. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.

N. Previously painted Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.

O. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

P. Metal Doors and Frames and Window Frames to be Painted: Sand and scrape all metal surfaces and feather edges to make patches inconspicuous. Clean all surfaces with solvent. Prime bare steel surfaces.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer’s instructions.

C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
E. Apply each coat to uniform appearance.
F. Sand wood and metal surfaces lightly between coats to achieve required finish.
G. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL
A. Design Professional will provide field inspection.

3.05 CLEANING
A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION
A. Protect finished coatings until completion of project.
B. Touch-up damaged coatings after Substantial Completion.

3.07 SCHEDULE - PAINT SYSTEMS

<table>
<thead>
<tr>
<th>Surface</th>
<th>Finish</th>
<th>Sherwin Williams Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete/Masonry Walls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primer Coat</td>
<td>Matte</td>
<td>Loxon Acrylic Concrete/Masonry Primer</td>
</tr>
<tr>
<td>First coat</td>
<td>Semi-Gloss</td>
<td>ProMar 200 Zero Voc Interior Latex</td>
</tr>
<tr>
<td>Second Coat</td>
<td>Semi-Gloss</td>
<td>ProMar 200 Zero Voc Interior Latex</td>
</tr>
<tr>
<td>Concrete/Plaster Ceilings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primer Coat</td>
<td>Matte</td>
<td>Loxon Acrylic Concrete Primer</td>
</tr>
<tr>
<td>First Coat</td>
<td>Semi-Gloss</td>
<td>ProMar 200 Voc Interior Latex</td>
</tr>
<tr>
<td>Second Coat</td>
<td>Semi-Gloss</td>
<td>ProMar 200 Voc Interior Latex</td>
</tr>
<tr>
<td>Concrete Floors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation</td>
<td>Gloss</td>
<td>Diamond Grind Surface to Expose Stone</td>
</tr>
<tr>
<td>Sealer</td>
<td></td>
<td>Armor Seal-Water Based Clear Floor Epoxy Sealer</td>
</tr>
<tr>
<td>Concrete Shower Floors/4” Base</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primer Coat</td>
<td>Gloss</td>
<td>Armor Seal 33 – Epoxy Primer</td>
</tr>
<tr>
<td>First Coat</td>
<td>Gloss</td>
<td>Armor Seal 650 – SL/RC Epoxy Self Leveling</td>
</tr>
<tr>
<td>Concrete Shower Walls/Ceiling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primer Coat</td>
<td>Flat</td>
<td>Recoatable Epoxy Primer</td>
</tr>
<tr>
<td>First Coat</td>
<td>Semi-Gloss</td>
<td>Macropoxy 646 Fast Cure Epoxy</td>
</tr>
<tr>
<td>Second Coat</td>
<td>Semi-Gloss</td>
<td>Macropoxy 646 Fast Cure Epoxy</td>
</tr>
<tr>
<td>Steel Surfaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primer Coat</td>
<td>Flat</td>
<td>Recoatable Epoxy Primer</td>
</tr>
<tr>
<td>First Coat</td>
<td>Semi-Gloss</td>
<td>Macropoxy 646 Fast Cure Epoxy</td>
</tr>
<tr>
<td>Second Coat</td>
<td>Semi-Gloss</td>
<td>Macropoxy 646 Fast Cure Epoxy</td>
</tr>
</tbody>
</table>

END OF SECTION