PROJECT MANUAL

WEST ENTRANCE REPAIR PROJECT

GLENVIEW PUBLIC LIBRARY
GLENVIEW, ILLINOIS

JULY 17, 2026

Client: **Glenview Public Library**
1930 Glenview Road
Glenview, Illinois 60025
Phone: (847) 729-7500

Engineer: **Wiss, Janney, Elstner Associates, Inc.**
330 Pfingsten Road
Northbrook, Illinois 60062-2095
Phone: (847) 272-7400

WJE No. 2018.6558.1

SECTION 00 01 10
TABLE OF CONTENTS

Section	Description	Pages
	DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 10	Table of Contents	00 01 10-1 through 2
00 01 15	List of Drawings	00 01 15-1
00 11 16	Invitation to Bid	00 11 16-1 through 5
00 41 44	Bid Form	00 41 44-1 through 6
00 50 00	Agreement Between Owner and Contractor	00 50 00-1
	DIVISION 1 - GENERAL REQUIREMENTS	
01 00 00	Summary of Work	01 00 00-1 through 4
01 22 00	Unit Prices	01 22 00-1 through 2
01 25 00	Substitution Procedures	01 25 00-1 through 3
01 30 00	Submittals	01 30 00-1 through 3
01 41 00	Coordination	01 41 00-1
01 50 00	Construction Facilities and Temporary Controls	01 50 00-1 through 2
	DIVISION 2 – SITE WORK AND DEMOLITION	
02 21 20	Removal of Existing Concrete and Surface Preparation	02 21 20-1 through 3
02 80 00	Site Restoration	02 80 00-1 through 2
	DIVISION 3 – CONCRETE	
03 01 34	Concrete Replacements	03 01 34-1 through 6
03 10 00	Formwork	03 10 00-1 through 2
03 20 00	Concrete Reinforcement	03 20 00-1 through 2
03 30 00	Cast-In-Place Concrete	03 30 00-1 through 8
03 60 30	Epoxied-In Anchors	03 60 30-1 through 3
	DIVISION 7 - THERMAL AND MOISTURE PROTECTION	
07 14 13	Hot, Fluid-Applied, Rubberized Asphalt Waterproofing	07 14 13-1 through 15
07 60 00	Flashing and Sheet Metal	07 60 00-1 through 6
07 91 10	Expansion Joint Seals	07 91 10-1 through 6
07 95 10	Sealants	07 95 10-1 through 5

DIVISION 9 - PAINTING

09 91 00 Parking Stripe Painting 09 91 00-1 through 3

END OF SECTION

SECTION 00 01 15

LIST OF DRAWINGS

The following drawings are included with the Project Manual, and are incorporated as part of the Contract Documents:

Drawing Number	Description
S-001	Title Sheet
S-002	Notes
S-101	Site Plan and Parking Garage Upper Level Plan
S-102	Enlarged Upper Level Plan at Library Entrance
S-103	Parking Garage Lower Level Plan
S-501	Sections
S-502	Details
S-503	Waterproofing Details

END OF SECTION

SECTION 00 11 16

INVITATION TO BID

PROJECT: West Entrance Repair Project
Glenview Public Library
1930 Glenview Road
Glenview, Illinois 60025

OWNER: Glenview Public Library
1930 Glenview Road
Glenview, Illinois 60025

OWNER'S REPRESENTATIVE: Ms. Jean Sanders
Glenview Public Library
1930 Glenview Road
Glenview, Illinois 60025
Phone: 847.901.5937
E-mail: jsanders@glenviewpl.org

ENGINEER: Brian Greve
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, Illinois 60062
Phone: 847.272.7400
E-mail: bgreve@wje.com

BID DUE: August 12, 2026 at 10 a.m.

PRE-BID MEETING: July 22, 2026 at 10:00 a.m. Attendees should meet outside the west entrance.

PART 1 - PROJECT INFORMATION

A. The Owner hereby invites interested contractors to submit bids to perform the Project. The successful Bidder (hereinafter referred to as the "Contractor") will enter into the construction contract set forth in Section 00 50 00 hereto (the "Contract") to perform the Work, as such term is hereinafter defined. The Contractor will be paid a stipulated sum for performing the Work.

B. Bidders shall submit their sealed Bids to the Owner no later than 10 a.m. on August 12, 2026. Bids will be opened by the Owner's Representative. Owner intends to complete the evaluation and selection process on or about August 20, 2026 and to promptly thereafter notify Bidders in writing of the results thereof. Owner reserves the right to reject any and all Bids for any reason whatsoever.

C. Owner will utilize the following process to select the Contractor for the Project. Bids will be divided into two parts: Qualifications and Price. The Qualifications portion of the Bid will provide information regarding the Bidders' expertise, experience, financial condition and ability to comply with the Owner's requirements for the Project. The Owner will evaluate the Qualifications portion of the Bid based upon the criteria set forth herein and any other criteria permissible under law to determine whether the Bidder is qualified to perform the Work. The Price portion of any Bid will not be opened unless the Owner first determines that the Bidder is qualified. The Price portion of the Bid will contain the pricing information set forth on Exhibit A. The Owner will award a Contract to the qualified Bidder who submits the lowest responsible Base Bid. The Owner reserves the right to reject any and all Bids for any reason.

1.2 SUMMARY OF WORK

A. The Contractor shall furnish all materials, labor, equipment, supplies, tools, scaffolding, transportation, superintendence, coordination, insurance, taxes, permits, weather protection, bonds and all other services, facilities and items (collectively, the "Work"), whether specified herein or not, which are necessary or appropriate, for the full, proper and timely performance and completion of the obligations described in the Contract (including the schedules attached hereto), the drawings and project manual prepared by the Engineer and attached hereto, collectively, are the "Contract Documents". The Work includes all materials, labor and equipment or appropriate for the Contractor to execute the Work defined by or which is reasonably inferable from the Contract Documents.

1.3 PERFORMANCE OF THE WORK

A. The work includes the scope of work outlined on the drawings including, but not limited to, the performance of the removal and replacement of concrete pavement, waterproofing membrane, and expansion joint seals.

B. The objective of this project is to substantially complete repairs by November 13, 2026.

1.4 INSTRUCTIONS TO BIDDERS

A. Pre-Bid Conference: All Bidders shall attend a Pre-Bid Conference at 1930 Glenview Road, Glenview, Illinois on July 22, 2026 at 10:00 a.m. The Owner reserves the right to reject any Bids from Bidders who did not attend such Pre-Bid Conference.

1.5 ADDENDA AND INTERPRETATIONS.

A. The Owner reserves the right to modify this Request for Bids or any of the Contract Documents through the issuance of addenda. Addenda will be sent to all firms or individuals that have previously requested copies of this Request for Bids.

B. No Bidder shall be entitled to rely upon any oral interpretation of the meaning of this Request for Bids or any other related documents. Bidders shall make requests for

interpretations via email to Mr. Brian Greve of Wiss, Janney, Elstner Associates, Inc. at bgreve@wje.com with a copy to Ms. Jean Sanders, Glenview Public Library, jsanders@glenviewpl.org.

C. Requests for interpretations must be received no later than five (5) business days prior to the due date for Bids.

1.6 BIDDER'S RESPONSIBILITY.

A. By submitting its Bid, a Bidder represents that it has inspected the building and adjacent property and has read and is thoroughly familiar with this Request for Bids and the Contract Documents. Bidders shall familiarize themselves fully with the conditions relating to the Project and the employment of labor thereon. Failure to do so will not relieve a Bidder from its obligation to perform the Work in accordance with the Contract.

1.7 SUBMISSION DEADLINE.

A. The Owner will receive sealed proposals until 10 a.m. on August 12, 2026. Any proposal received after such time may be returned to the Bidder unopened.

1.8 MODIFICATIONS.

A. Written modifications of Bids must be sealed and will be considered only if received prior to the time stated for receipt of Bids. "Modifications to Bid" shall be marked on the lower left-hand corner of the envelope in which the modifications are enclosed. Owner will not consider any telephonic, facsimile or oral modifications.

1.9 WITHDRAWALS.

A. Any Bidder may withdraw its Bid by letter or in person, with proper identification, at any time prior to 10 a.m. on August 12, 2026. The Owner will not consider any telephonic request to withdraw a Bid.

1.10 REJECTION OF BIDS.

A. The Owner reserves the right to reject any or all Bids for any reason, including nonconformance with the requirements set forth herein. Bids that do not comply with the submittal requirements of this Request for Bids, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. However, the Owner reserves the right to waive any and all informalities when it may deem such waiver to be in its best interest.

1.11 COMPLIANCE WITH LAWS.

A. By submitting a Bid, each Bidder agrees that it shall comply with all applicable laws, statutes, ordinances and regulations of the federal, state, county, city or local governments or any subdivision or agency thereof.

1.12 CONTRACT EXECUTION.

A. By Submitting a Bid, Bidder agrees that if it is awarded a contract hereunder, Bidder will enter into a written contract in substantially the form set forth in Section 00 50 00 within ten (10) days of notification.

PART 2 - SUBMISSION OF BIDS

2.1 BID FORMAT

A. Each Bid shall consist of two parts: "Part 1 - Qualifications" and "Part 2 - Price".

B. Bids will be accepted electronically or hard copy.
   1. For hard copies, two separate sealed envelopes containing Part 1 and Part 2 shall be placed together in one large sealed envelope clearly identified with "West Entrance Repair Project" and the Bidder's name and shall be addressed to Mr. Mark Depa, Glenview Public Library, 1930 Glenview Road, Glenview, IL 60025.
   2. For electronic submission, bids shall be emailed to Ms. Jean Sanders, jsanders@glenviewpl.org and copy Brian Greve at bgreve@wje.com.

2.2 CONTENTS OF PART 1 - QUALIFICATIONS

A. "Part 1 - Qualifications" shall include the following:
   1. Cover Letter: A cover letter, signed by an authorized representative of the Bidder setting forth:
      a. Bidder's commitment to perform the Work in accordance with the Contract.
      b. A statement that Bidder does not have any conflict of interest or other commitment that could interfere with its ability to perform the Work in accordance with the Contract.
      c. A certification to the Owner that the Bid is true, correct and complete and does not contain any material misrepresentations or omissions.
   2. Proposed Schedule: A project schedule identifying construction milestones and a date for substantial completion prior to November 13, 2026. The project schedule will be incorporated into the Contract as a schedule thereto.
   3. Schedule of Values: A schedule of values which allocates the base Bid among the various portions of the Work and which identifies all Subcontractors that will perform the Work. The schedule of values will be incorporated into the Contract as a schedule thereto.
   4. Contents of Part 2 - Price

B. "Part 2 - Price" shall consist of completed Bid Form in the form set forth in Section 00 41 44 hereto which will be attached and incorporated into the Contract.

2.3 SIGNATORIES

A. If Bidder is a corporation, the cover letter shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation. If the Bidder is a partnership, the cover letter shall be signed in the name or style under which the organization is doing business and be signed by the proper officer of officers capable of binding all general partners individually and the partnership as an entity. If the Bidder is an individual, he or she shall sign the cover letter, stating the name or style, if any, under which he or she is doing business. All such executed documents shall identify the official capacity of the signatory and be properly attested. The name of each signatory shall be typed or printed below each signature. Where such documents are signed by an agent of the Bidder, the Bidder shall include evidence of his or her authority to act as agent.

PART 3 - SELECTION PROCESS

A. Bidders shall submit their Bid to the Owner no later than 10 a.m. on August 12, 2026. The Owner intends to complete the evaluation and selection process on or about August 20, 2026. Shortly thereafter, Bidders will be notified in writing of the results thereof.

END OF SECTION

SECTION 00 41 44

BID FORM

PROJECT: West Entrance Repair Project
Glenview Public Library
1930 Glenview Road
Glenview, Illinois 60025

BID TO: Ms. Jean Sanders
Glenview Public Library
1930 Glenview Road
Glenview, Illinois 60025

BID FOR: _____
(Bidder's Name)

_____
(Bidder's Address)

_____ DATE: _____

THE UNDERSIGNED:

1. Acknowledges Receipt of:

   A. Project Manual: Project Manual for
   West Entrance Repair Project
   Glenview Public Library
   Glenview, Illinois
   Dated: July 17, 2026

   B. Addenda: ____ Dated: _____

   ____ Dated: _____

2. Has examined the site and all Bidding Documents.

3. Agrees:

   A. To hold the Bid open until 60 calendar days after the Bid Opening.

   B. To be bound by the provisions of the Contract set forth in Section 00 50 00 - Agreement between Owner and Contractor.

   C. To provide to the Owner a Performance Bond and a Payment Bond in an amount equal to 100% of the Bid amount, or equal to the largest Bid amount submitted by Bidder if multiple Bids are submitted, and provide proof of insurance

coverage to the owner for the entire Work in accordance with the Contract Documents, within two (2) days of the execution of the Contract. The cost of these bonds and insurance is to be included in the Base Bid, or each of the Base Bids if multiple Bids are submitted.

4. Proposes to accomplish all Work in accordance with the Contract Documents for the Base Bid prices as outlined in the following sections.

A. BASE BID

All labor, materials, services, and equipment necessary, for completion of the work shown on the drawings and described in the specifications:

_____Dollars ($_____)

This firm fixed price (lump sum), base bid shall be based upon the scope of work illustrated on WJE's drawings and project manual entitled "West Entrance Repair Project," dated July 14, 2026. The scope of work includes tasks outlined on the drawings and in the scope of work listed on sheet S-002 of the drawings.

B. UNIT PRICES

The following repair items and estimated quantities shall be included in the base bid. The unit prices to be provided shall govern for any deviations (additions or deductions) from the specified items and quantities during the course of the project. Unit prices shall include all labor, materials, tools, equipment, and overhead and profit required to do the work.

Item	Description	Unit	Estimated Quantity	Unit Price
B1	Partial Depth Concrete Repair – Vertical Surface	sq. ft.	20	$_____
B2	Partial Depth Concrete Repair – Horizontal Surface	sq. ft.	20	$_____
B3	Basic labor: (including all benefits and insurance)			
	Foreman:		Per hour	$_____
	Laborer:		Per hour	$_____

C. ALTERNATES

1. ALTERNATE NO. 1

For the base bid, the work at the main entrance shall be performed in two phases to keep the main building entrance open as long as possible during the course of construction. For Alternate No. 1, provide the lump sum reduction to the overall base bid if the work at the west entrance is allowed to be completed in a single with the entrance fully closed during the duration of the project. Please also note the estimated reduction in construction duration.

_____Dollars ($_____)

Reduction in construction duration = _____ days

2. ALTERNATE NO. 2

Provide the lump sum addition to the overall base bid if the existing sidewalk and curb on the north side of the parking garage is removed and replaced in the area noted on the drawings.

_____Dollars ($_____)

D. SUBCONTRACTORS

The Contractor agrees, if notified of the acceptance of this Proposal, that he will utilize the following subcontractors for the following noted types of work and that all other work not listed below will be handled directly by the Undersigned. No substitutions shall be made in the employment of subcontractors without written approval having first been obtained through the Owner.

Subcontractor (Name, Address, Telephone Number)	Type of Work
_____	_____
_____	_____
_____	_____

(Use additional page if necessary)

E. WORK TO BE DONE DIRECTLY

The Contractor hereby states that he will perform the work of the following major trades directly without employment of subcontractors:

_____

_____

_____

F. BIDDER AGREES TO THE FOLLOWING

1. To obtain any and all building permits required to perform this work.

2. To complete the work by November 13, 2026.

3. To work at least five full working days per week, when weather permits.

4. To work within the hours of 7:00 a.m. to 5:00 p.m., within regulations of the Village of Glenview.

IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE RIGHT IS RESERVED BY THE OWNER TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS FROM THE OPENING THEREOF.

FIRM NAME: _____

BUSINESS ADDRESS:_____

_____

TELEPHONE: _____

BY: _____
(Signature)

TITLE: _____

CORPORATE SEAL
(If bidder is a corporation)

BASE BID - SCHEDULE OF VALUES

Group No.	Description	Amount	Notes
	Construction Subgroup		
Division 03	Concrete		
	03 30 00 – Cast-In-Place Concrete	**$**	
	03 01 34 – Concrete Repairs	**$**	
Division 07	Thermal and Moisture Protection		
	07 14 13 – Hot Rubberized Asphalt Waterproofing	$	
	07 91 10 – Expansion Joint Seals	$	
	07 95 10 - Sealants	$	
	Subtotal Construction Costs	**$**	
Division 01	**General Requirements Subgroup**		
	General Conditions Costs	$	
	Insurance Costs	$	
	Bond Costs	$	
	Subtotal General Requirements Costs	**$**	
GRAND TOTAL (Trade + Contractor Costs)		**$**	

END OF SECTION

SECTION 00 50 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

1.1 DESCRIPTION

A. The Contract Documents, except of Modifications issued after execution of this Contract, are enumerated as follows:

B. This Agreement between Owner and Contractor will be based on the following:
   1. Glenview Library Contract, see attached for reference.
   2. AIA A201 - General Conditions of the Contract for Construction, including the Glenview Public Library modifications, see attached for reference.

C. The Specifications are those specifications contained in the Project Manual, dated July 17, 2026 and entitled "West Entrance Repair Project at the Glenview Public Library."

D. The Drawings are those drawings identified in the Project Manual, dated July 17, 2026 and entitled " West Entrance Repair Project at the Glenview Public Library."

1.2 INSURANCE REQUIREMENTS

A. All contractors hired to perform work for the Glenview Public Library must provide evidence of insurance coverage. No job will be to commence without proper evidence of insurance prior to work, move or delivery.

B. EVIDENCE OF COVERAGE
   1. ACORD Form 25-S, "Certificate of Insurance," is required as evidence of liability (e.g. commercial, general, auto, excess umbrella, and employer's liability).
   2. ACORD Form 27, "Evidence of Property Insurance Form" is required as evidence of property insurance.

C. LIMITS OF COVERAGE
   1. Refer to the requirements provided by the Glenview Public Library in the draft contract attached.

D. ENDORSEMENTS
   1. Refer to the requirements provided by the Glenview Public Library in the draft contract attached.
   2. The additional insureds shall also include Wiss, Janney, Elstner Associates, Inc.

E. Each policy shall also provide that a written notice of cancellation or change of Contractor's insurance will be sent to Agent and Owner by Contractor's insurance carrier at least thirty (30) days prior to the effective date of such cancellation or change.

END OF SECTION

CONTRACT FOR
WEST ENTRANCE REPAIR PROJECT

This agreement, made this XXth day of Month, 2026 between the Glenview Public Library, Glenview, Illinois, hereinafter referred to as "Library" and Contractor, hereinafter referred to as "Contractor."

W I T N E S S E T H

That the Library and Contractor, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract documents consist of this document ("the Contract"), the West Entrance Repair Project Proposal, RFP, and other documents issued by the Library dated July XX, 2026 and the completed proposal packet, including the completed bid form and any addenda thereto, all of which are attached hereto. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. The terms or conditions of this contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed, expected to be released in Month 2026.

The Contractor shall be completed with the work by Month XX, 2026.

Time is of the essence for all matters concerning this Contract.

Section IV- Contract Sum

The Library agrees to pay the Contractor for the performance of the Contract Work the sum of dollar amount in words **($X,XXX.XX)**. Payment shall be made to the Contractor by the Library only after the Contractor has fully performed the Contract Work.

Section V- Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.

2. Contractor shall comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the

expense of Contractor and not at the expense of the Glenview Library. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Glenview Library against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Glenview Library agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

The Contractor shall also:
(1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

4. Any and all documents and improvements subject to this agreement are, at all times, property of the Library.

5. Contractor will be required to file a written substance abuse prevention program with the Library for the prevention of substance abuse among its employees prior to the commencement of work.

6. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Glenview Library as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Library Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

7. Contractor shall submit a Certificate of Insurance complying with the terms, per the Project Manual dated July XX, 2026, prior to mobilization.

Section VI- Insurance

1. Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Contractor's operation and use of the premises. The cost of such insurance shall be borne by the Contractor.

2. Minimum Scope of Insurance.
   Coverage shall be at least as broad as:
   - i. Professional Liability Insurance.
   - ii. Broad Form Comprehensive General Liability, or the most recent revision.
   - iii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
   - iv. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards).

3. Minimum Limits of Insurance.
   Provider shall maintain limits no less than:
   - a. Professional Liability Insurance: CONTRACTOR shall obtain and maintain, at his own expense, CONTRACTOR's professional liability insurance in the amount of no less than Five Hundred Thousand Dollars ($500,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of CONTRACTOR's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed $50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.

   - b. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

   - c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of $1,000,000 per accident and $1,000,000 per disease.

   - d. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

4. Deductibles and Self-Insured Retentions.
   Any deductible or self-insured retentions must be declared to, and approved by, the Library. At the option of the Library, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Library, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related

investigations, claim administration and defense expenses.

5. Other Insurance Provisions.
   The policies are to contain, or be endorsed to contain, the following provisions:
   a. General Liability.
      i. The Library, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the contractor and/or arising out of activities performed on or on behalf of the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Library, its officers, elected and appointed officials, employees, volunteers, or agents.
      ii. The contractor's insurance coverage shall be primary insurance as respects the Library, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Library, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Library, its officers, elected and appointed officials, employees, volunteers, or agents.
      iv. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Worker's Compensation and Employers Liability Coverage.
   The insurer shall agree to waive all rights of subrogation against the Library, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.
   Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Library.

8. Acceptability of Insurers.
   Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.
   Contractor shall furnish the Library with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Library before the premises are occupied. The Library reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

    Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Library and shall indemnify the Library and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is

attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Library would otherwise have. The Contractor shall similarly, protect, and indemnify the Library, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VII- Assignment

This Contract is nonassignable in whole or in part by either party, and an assignment shall be void without the prior written consent of Library, whose consent shall not be unreasonably withheld.

Section VIII- Contractor Status

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Library; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section IX- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X- Compliance with Freedom of Information Act.

Contractor agrees to maintain, without charge to the Library, all records and documents for projects of the Library in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Library under the Freedom of Information Act so that the Library may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Library and if possible, the Library shall request an extension so as to comply with the Act. In the event that the Library is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Library harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI – **Human Rights Act**

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Library that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Library in canceling this Contract shall not be construed as, and does not constitute, Library's consent to such violation and a waiver of any rights the Library may have, including without limitation, cancellation of this Contract.

Section XII - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Circuit Court for Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Library on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

Section XIII – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Library, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Library for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

GLENVIEW PUBLIC LIBRARY

By: _____
Glenview Public Library

CONTRACTOR

By: _____

Contractor
Company

DRAFT

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General Conditions of the Contract for Construction

for the following PROJECT:

«Glenview Public Library
West Entrance Repair Project»

THE OWNER:

« Glenview Public Library »
« 1930 Glenview Road »
« Glenview, IL 60025 »

THE ARCHITECT:

«Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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, 5.2, 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, 13.3.2, 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

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Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 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, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 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
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3

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Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
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, 5.3, 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
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
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, 10.3.2, 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, 10.2.1.2, 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

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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**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
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, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 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
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 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, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

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Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award 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, 3.11, 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, 15.1.4
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

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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, 4.1.1, 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
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
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, 9.9.2, 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
15.1.2, 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

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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
Surety
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
Surety, 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, 5.4.2, 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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, Request for Proposal for the West Entrance Repair Project, the Proposal, Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, 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, provided, however, Owner shall be a third party beneficiary of any Subcontract agreement under the circumstances set forth in Article 5 herein, (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.

§ 1.1.8 The Project Manual

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

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§ 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~~ intended results. In the event of a conflict between the Contract Documents, Contractor shall comply with the more stringent requirements.

§ 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.

§ 1.4.1 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.

§ 1.4.2 Headings

The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.

§ 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.

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§ 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 **Decision of the Owner.** All work done under this Contract shall be done to the satisfaction of the Owner who shall in all cases determine the amount of work done which is to be paid for under this Contract. The Owner shall decide all questions that may arise as to the measurements of quantities and the fulfillment of this Contract on the part of the Contractor, and shall determine all questions concerning the true intent or meaning of the Plans and Specifications and his determination and decision shall be final and conclusive. ~~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.~~

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~~**§ 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 is the person 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 furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Contractor from its duties under the Contract Documents. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys.~~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.~~ Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

§ 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 any portion of the Work in accordance with the Contract Documents, or in the event an emergency arises that requires the Work to be stopped, then 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 or the emergency no longer exists; 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~~seven (7)-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect or other deficiency 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

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to the Contractor are both subject to prior ~~approval~~ evaluation 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~~ actual 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~~other deficiency. 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. Owner's rights under this Article 2 for Contractor's deficiencies in the Work are not Owner's sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law.

For this Contract, a labor dispute shall be defined as any slow-down or cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 3.4.7 of these General Conditions.

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. High quality craftsmanship will be provided in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

§ 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.~~ Execution of the Contract by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that prior to the submission of its bid it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by 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~~

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~~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.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings issued by the Architect or the work installed by other contractors is not guaranteed by the Architect or Owner.

§ 3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

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

§ 3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 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.

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§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project through communication with the Owner, Architect and Construction Manager. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.

§ 3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

§ 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.~~ The materials specified have been determined to have characteristics appropriate for the purposes of this project. No work will be acceptable which utilizes an alternate not approved during the bidding process.

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

§ 3.4.4 Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person employed by the Contractor on the Work shall appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 3.4.5 Contractor shall comply with the Illinois Prevailing Wage Act and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish to the Illinois Department of Labor all such certified records as required by Statute including certified payroll. Contractor shall be solely liable

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for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

§ 3.4.6 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

§ 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 or the Owner, 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.

§ 3.5.3 Warranty protection for a repaired item shall be for twelve months after final acceptance of non-concrete work or the length of the original warranty period, whichever is longer.

§ 3.5.4 Warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.5 Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replace with new materials, equipment or workmanship complying with the Contract Documents.

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§ 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.~~ The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. The Owner's exemption identification number issued by the Illinois Department of Revenue is _____. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

§ 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. Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.

§ 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;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's competent superintendent shall have the knowledge and control of all work under this Contract and shall communicate directly to the Owner upon request.

§ 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.~~ The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's or Architect's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's or Architect's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

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§ 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.

§ 3.10.4 Construction Engineering Check. The Contractor shall notify the Owner three (3) business days in advance of any issues in the field. All questions pertaining to the Plans, Specifications and details of the Work shall be directed to the Owner and cleared prior to construction.

§ 3.10.5 Contractor's Construction Schedule. The Contractor shall provide regular monitoring and updating of the Progress Schedule with monthly Update Reports submitted contemporaneously with the monthly pay application, or more frequently as required by the conditions of the Work. The Update Reports shall indicate progress achieved and activities commenced or completed within the last month.

§ 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.

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§ 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. Contractor shall be entitled to one resubmittal of any submittal or shop drawing rejected by Architect or returned by the Architect for further action. Thereafter, Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by Architect to Owner for the additional reviews.

§ 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.

§ 3.13.1 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.

§ 3.13.2 General Use. The Contractor shall enforce the Owner's instructions regarding the conduct and use of the site by his employees.

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§ 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.

§ 3.14.1.1 The Contractor shall remove, cut, alter, replace, patch and repair any existing work as required to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work and do not disturb any ducts, plumbing, steam, gas, or electrical work without approval of Architect. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, equipment, lawns, pavings, roads, walks, etc.) disturbed or removed as a result of performing required new work shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. Existing work to be altered or extended that is found to be defective in any way shall be reported to the Architect before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

§ 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.

§ 3.15.3. The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to the public.

§ 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 waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of

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the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review. The Contractor and every subcontractor expressly waive all so-called *Kotecki* rights under the Illinois workers' compensation statutes even though the Owner has retained all such rights.
~~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, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to ~~become generally familiar~~supervise and keep the Owner informed about ~~with~~ the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, 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.

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However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

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§ 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 thirty (30)~~14~~ day period or any extension thereof shall constitute notice of no reasonable objection.

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

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

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

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§ 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.

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

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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.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3.

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§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and the Owner 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 and the Owner 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

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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. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

§ 8.3.1.1 Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

§ 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.

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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.

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

§ 9.3.1.3 The following forms must be used for pay requests (See Samples): (1) AIA Application & Certificate for Payment (G702 & G703); and (2) a Sworn Statement from Contractor and Subcontractor to Owner.

§ 9.3.1.4 When the contract work has been awarded on a unit price bid basis, the form of each application shall follow the Bid Proposal Form, listing each item number, the total quantity of units completed to date of the estimate, the unit price and subtotal. The subtotal column shall be added to show the total cost of work completed to date, less ten (10%) percent to be withheld giving the total amount requested for payment. Previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten (10%) percent has been withheld.

§ 9.3.1.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

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

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

§ 9.4 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 by the Owner and to a further 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.

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a recommendation for a Certificate for Payment, through no fault of the Contractor, or if the Owner either (i) does not reject the Architect's recommendation for a Certificate for Payment, or (ii) does not pay the Contractor the amount accepted by the Owner as due and owing within 10 days after the date established for payment in the Contract Documents, then the Contractor may, upon seven days additional days' written notice to the Owner, stop the Work. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs incurred of shutdown, and start-up, plus interest as provided for in the Contract Documents.

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~~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 Contract Documents or 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.

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§ 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 The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment. ~~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 final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for a period of one year after final payment.~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~.2 failure of the Work to comply with the requirements of the Contract Documents;~~
~~.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.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 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

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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~~

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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

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~~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.~~

11.1 Contractor's Liability Insurance

Delete entire Article 11 and all references to Exhibit A to the A101-2017 and replace with the following:

Delete entire 11.1 and replace with the following:

11.1 Contractor's Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

11.1.1 Commercial General And Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary,

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commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner, Architect and Construction Manager. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Contractor shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

11.1.2 Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work.

11.1.3 Business Auto And Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

11.1.4 Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

11.1.5 Contractor's Obligation To Insure For Bodily Injury Claims

In addition to the above, all Contractors will purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts

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any of them may be liable.

11.1.6 General Insurance Provisions

11.1.6.1 Evidence of Insurance Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

11.1.6. 2 Acceptability of Insurers. Insurers must be licensed in the State of Illinois and approved for the relevant line of coverage.

11.1.6.3 Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

11.1.6.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

11.1.6.5 Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor."

11.2 Owner's Insurance

Delete Section 11.2 in its entirety and replace with the following:

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.2.2 Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained,

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unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or other entity other than Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include the interests of the Owner, the Contractor, subcontractors and Sub-Subcontractors in the Project. The Owner's insurance obligations under this paragraph may be satisfied by membership in programs of self-insurance or membership in an insurance pool.

11.2.2.1 Property insurance shall be on "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services for such insured loss.

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

11.2.2.3 If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.

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

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

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

11.2.5 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section

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11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.2.6 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.2.7 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

11.2.8 Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

11.3 Waivers Of Subrogation

Delete Section 11.3 in its entirety (including the title) and replace with the following:

"**11.3 Performance And Payment Bonds**

11.3.1 Where the Contract Sum is equal to or greater than $50,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a

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part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids.

11.3.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.3.1.2 The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

11.3.3 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

11.3.4 The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

11.3.5 The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

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, with the consent of the Owner, 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.

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§ 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~~applicable period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 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. This Contract is nonassignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of

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Owner, which consent shall not be unreasonable withheld. ~~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.

§13.4.7 Retests. The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 13.5 Interest

All references to interest payments throughout the Contract Documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.~~Payments due and unpaid under the Contract Documents shall~~

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~~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~~.

§ 13.6 Sexual Harassment

The Contractor agrees to execute the attached "Contractor's Certification Form Certifying Compliance With The Sexual Harassment Provision Of The Human Rights Act" contemporaneously with this Agreement.

§ 13.7 Bid Rigging

The Contractor agrees to execute the attached "Contractor's Certification Under Article 33E Of The Criminal Code" contemporaneously with this Agreement.

§ 13.8 Tax Compliance

The Contractor agrees to execute the attached "Tax Compliance Affidavit" contemporaneously with this Agreement.

§ 13.9 Drugfree Workplace

The Contractor shall comply with the *Illinois Drug Free Workplace Act* as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 *et. seq.*"

§ 13.10 Equal Employment Opportunity

All companies entering into contractual relationships with the Owner on federal or state-assisted projects must comply with the Illinois Preference Act and Federal Equal Opportunity regulations, including, but not limited to Executive Order 11246-11375.

§ 13.11 Record Keeping

Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 13.12 Substance Abuse Prevention

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) (the "Act") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

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.b A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

.4 Complying with all other requirements of the Act.

§ 13.12.1 Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

§ 13.13 Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 13.13.1 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 13.13.2 Contractor shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 13.13.3 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 13.13.4 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.,), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 13.13.5 Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in

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compliance with all requirements and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

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

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

.5 fails to remedy a labor dispute in accordance with Section 3.4.7 of the General Conditions.

§ 14.2.2 When any of the above reasons exist with the exception of 14.2.1.5, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days' written notice, terminate employment of the Contractor and may;

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

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

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.3 finish the Work by whatever reasonable method the Owner may deem expedient."

In the event the Owner terminates the contract because the Contractor has failed to remedy a labor dispute in accordance with Section 3.4.5 hereof, the Owner may, subject to any prior rights of the Surety, engage in all of the actions specified in Section 14.2.2.1, 14.2.2.2, and 14.2.2.3 upon only 24 hours its' notice to the Contractor.

~~**§ 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.

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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~~Owner 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~~the Contractor 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~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by ~~either the Owner or~~the 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~~Owner. 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 Contractor's Claim, the Contractor shall proceed diligently with the performance required of him under the Contract.~~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.

§ 15.1.6.3 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in

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favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

§ 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.

§ **15.1.8.1 Venue.** Any suit or action arising under this Contract shall be commenced in the Circuit Court of Cook County"

§ **15.1.8.2 Attorneys' Fees and Costs.** In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation."

§ **15.1.8.3 Limitations On Contractor's Claims.** No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

§ **15.1.8.4 Waiver of Punitive Damages.** The Contractor and Owner waive all claims against each other for all punitive damages arising out of or relating to this Contract, but nothing in this Subparagraph 4.4.4 shall be deemed to preclude an award 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.

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§ 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~~

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~~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.~~

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DIVISION 2

SITE WORK

SECTION 02 21 20

REMOVAL OF EXISTING CONCRETE AND SURFACE PREPARATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. This work shall consist of providing the necessary labor, materials, equipment and supervision for the removal of unsound concrete or unsound previous repairs, examination of all exposed reinforcing steel bars, sandblasting of existing reinforcing steel, selected replacement of deteriorated reinforcing steel with new reinforcing steel, and the cleaning of the newly exposed underlying sound concrete.

1.2 RELATED WORK

A. Section 01 00 00: Summary of Work

B. Section 03 60 30: Epoxied-in Anchors and Coating Existing Reinforcing Bars with Epoxy

1.3 PAYMENT

A. The Work of this Section shall be on a lump sum basis in accordance with the Contractor's bid.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Power chipping hammers of nominal 15-lb class or less for removal of concrete.

B. Sandblasting equipment capable of removing all rust from the exposed reinforcement, and laitance from exposed concrete surfaces after chipping. This will require equipment capable of maintaining at least 100 psi.

C. Compressed air equipment capable of removal of dust and dirt from concrete repair areas, and exposed concrete surfaces.

PART 3 EXECUTION

3.1 CONCRETE REMOVAL

A. Areas which require removal of unsound concrete will be identified and marked by the Architect/Engineer. Unsound concrete shall be removed to sound concrete.

B. Remove concrete in an area extending a minimum of 3/4 in. beyond the outer boundary mark of unsound concrete. The shape of each patch shall not be irregular. Angles between adjacent

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01 00 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED UNDER THE CONTRACT

A. The Work of this Contract is comprised of a Lump Sum Base Bid with unit prices to address deviations (additions or deductions) from the lump sum scope.

B. Contractor's duties:
   1. Except as specifically noted, provide and pay for:
      a. Labor, materials and equipment
      b. Tools, construction equipment and machinery
      c. Water and electricity required for construction beyond the existing utilities in place. The Contractor may make use of existing lights.
      d. Other facilities and services necessary for the proper execution and completion of the Work.
   2. Secure and pay for, as necessary for the proper execution and completion of the Work, and as applicable at the time of receipt of the bids:
      a. Permits, including Building Permits
      b. Government fees
      c. Licenses
   3. Give required notices.
   4. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the Work.
   5. Enforce strict discipline and good order among employees. Do not employ on the Work unfit persons or persons not skilled in their assigned tasks.

1.2 PRECONSTRUCTION MEETING

A. General: Prior to the start of construction, the Contractor shall meet with the Engineer and the Owner to coordinate the Construction Schedule and to discuss other requirements which may be of concern to any of the parties involved; conditions mutually agreed upon at this meeting may be incorporated into the Contract. When the time and place of the conference is set, the Engineer will notify all interested parties; any party wishing to place a subject on the agenda for the meeting shall notify the Engineer not less than 24 hours prior to time set.

B. Attendance is required of the following:
   1. Contractor's Superintendent and Project Manger
   2. Engineer
   3. Subcontractors
   4. Others, as appropriate

C. Engineer will:
   1. Preside and conduct meeting
   2. Record, reproduce, and distribute copies of minutes within seven days of meeting to all meeting participants.

D. Agenda shall include:
   1. Communications chain and persons authorized to direct changes.
   2. The Work
   3. Major subcontractors and tentative construction schedule
   4. Work sequence, phasing, and occupancy
   5. Contractor use of premises
      a. Office and storage areas.
      b. Owner's requirements.
   6. Special project procedures
   7. Procedures and processing
      a. Application for payment
      b. Modification proposal requests
      c. Change orders
      d. Request for Information (RFI)
      e. Field decisions
      f. Submittals
      g. Other
   8. Record Documents
   9. Construction facilities, controls, and construction aids
   10. Temporary utilities
   11. Security procedures
   12. Safety and first-aid procedures
   13. Housekeeping procedures
   14. Utility shutdowns
   15. Parking
   16. Other

1.3 PROGRESS MEETINGS

A. The Contractor shall attend the meeting and provide updated schedules and summaries of the work in-progress.

B. Location of Meetings: On-site at the office of the building.

C. Meeting Frequency: Bi-weekly.

D. Attendance: Owner, Engineer, Contractor and job superintendent. Subcontractors, suppliers and consultants to attend as appropriate to agenda.

E. Minimum Agenda:
   1. Approval of previous meeting minutes.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Review of submittals schedule and status of submittals.
   5. Review of off-site fabrication and delivery schedules.
   6. Maintenance of quality and work standards.

1.4 CONTRACTOR USE OF PREMISES

A. Confine operations at the Project Site to areas permitted by:
   1. Law
   2. Ordinance
   3. Permits
   4. Contract Documents

B. Do not unreasonably encumber the Project Site with materials or equipment.

C. The Contractor shall keep corridors, stairways, driveways, walks, parking lot, fire lanes, entrances and exit ways clear and unencumbered at all times.

D. All systems (electrical, mechanical, smoke detection, plumbing, etc.) in the building are to be kept in operation at all times, except when specific permission is made with the Owner to do required Work at a time most convenient to the occupants. This procedure may involve working at night, on Saturday or Sunday, with the length of time of the interruption agreed upon in advance.

E. Take all precautions to protect the building, its occupants, and the public during the construction period.

F. Contractor shall protect the Owner's property and the Work from damage, and shall protect existing finishes, and equipment from damage by Contractor's employees and subcontractors. The Contractor shall repair, restore and replace damaged property and Work as required by the Owner.

G. Assume full responsibility for the protection and safekeeping of products stored on the premises. Construction equipment, shoring, tools, etc., shall not be stored in areas of the Owner’s continued use.

H. Move any stored products which interfere with the operations of the Owner.

I. Obtain and pay for the use of additional storage or work areas needed for operations.

PART 2 PRODUCTS

REFER TO SPECIFIC TECHNICAL SPECIFICATIONS.

PART 3 EXECUTION

REFER TO SPECIFIC TECHNICAL SPECIFICATIONS.

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for unit price Work.

1.2 DEFINITIONS

A. Unit price, stated on Bid Form, is price per unit of measurement for materials and services for specific Work activity. Contract Sum will be increased or decreased by Unit Price adjustment, based on difference between estimated bid quantity and actual Work quantity.

1.3 MEASUREMENT PROCEDURES

A. Measure Work performed on unit price basis and maintain record of location and unit price quantity of each repair installed. Unless stated otherwise by Architect/Engineer, document unit price quantities with plan view or elevation drawings, or both, and tables with required data, cross-referenced to drawings. Submit recorded information to Architect/Engineer on weekly basis.

B. Architect/Engineer will verify accuracy of measurements and approve final quantities. Notify Architect/Engineer at least 2 days before Work will be performed that might make this verification difficult or impossible.

C. Notify Owner's Representative and Architect/Engineer at once in writing of unit price work that deviates materially from Unit Price basis for payment and for which adjustment in Unit Price is desired.
   1. Measure and quantify all such deviations, and allow Architect/Engineer to verify accuracy of measurements, prior to performing Work that might make verification difficult or impossible.
   2. Adjustments will be considered only if all repairs of given type have been measured and all deviations, both plus and minus, have been included in determination of average deviation from Unit Price basis for payment.

1.4 PAYMENT PROCEDURES

A. As part of Project closeout, Contract Sum will be modified (additions or deductions) by the unit price times variation in actual Work quantity from estimated quantity included in Bid Form, based on quantities measured by Contractor and approved by Architect/Engineer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for selection of products listed in the specifications and proposed product substitutions.

B. Base bid on providing all products as specified.

1.2 PRODUCT SELECTION

A. Where products are specified only by reference or by performance standards, provide any product that meets or exceeds said standards, by any manufacturers, subject to the Architect/Engineer's approval.

B. Where Specifications name several products, provide any one of the named products and use that one product for the entire project.

C. Where Specifications name a single product and manufacturer, provide the named product.

D. Where Specifications include the phrase "or equal", “or approved equal”, or “other equivalent products approved”, do not assume that the product will be approved as equal unless the item has been specifically approved for this Work by the Architect/Engineer. Make requests for approval in accordance with Articles 1.3 and 1.4 of this Section. The decision of the Architect/Engineer will be final.

E. Where Specifications include the phrase “as approved by the Architect/Engineer” in a product listing, select a product appropriate for the application and submit product data through normal submittal procedures. Architect/Engineer will review the submittal based on the merits of the product to the application. The decision of the Architect/Engineer will be final.

1.3 SUBSTITUTION PROCEDURES

A. Substitution Procedures During Bidding Phase:
   1. Each proposed substitution must be submitted a minimum of 10 days prior to Bid due date for substitution to be considered.
   2. Consideration will only be given to requests for substitutions by prime bidders.
   3. Bidders will be notified of accepted substitution by written Addendum.
   4. If Addendum is not issued, proposed substitution is not accepted.

B. Substitution Procedures During Construction Phase:
   1. Requests for substitution during construction will only be considered if needed to replace unavailable products or to remedy a situation where a specified product is proven to be unsuitable.

2. Submit requests for substitution immediately upon discovery of need for change, but not less than 14 days prior to time required for preparation and review of related submittals by the Architect/Engineer and Owner.
3. Notification of acceptance or non-acceptance will be made in writing.

1.4 SUBSTITUTION REQUIREMENTS

A. Submit one copy of each request for substitution. Include in request:
   1. Complete data substantiating compliance of proposed substitution with Contract Documents.
   2. For products:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature:
         1) Product description
         2) Performance and test data
         3) Reference standards
      c. Samples
      d. Name and address of similar projects on which product was used and date of installation.
   3. Itemized comparison of proposed substitution with product specified.
   4. Data relating to changes in construction schedule.
   5. Identify:
      a. Other contracts affected
      b. Changes or coordination required
   6. Accurate cost data on proposed substitution in comparison with product specified.

B. In making request for substitution, Bidder/Contractor represents that they:
   1. Have personally investigated proposed product and determined that it is equal or superior in all respects to that specified.
   2. Will provide the same warranty for substitution as for product specified.
   3. Will coordinate installation of accepted substitutions into work.
   4. Will make any other changes necessary due to the substitution to adequately perform the Work.
   5. Have provided complete cost data including all related costs under the contract, but exclusive of:
      a. Costs under separate contracts
      b. Architect/Engineer's redesign
      c. Administrative costs of Architect/Engineer
   6. Assume full responsibility for all additional costs and expenses for Owner, Architect/Engineer, and other Contractors.
   7. Can substantiate that the substitution is in the best interest of the Owner.

C. It is the Contractor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of substitutions. The burden of proof that a proposed substitution is equal to a specified item shall be on Contractor, who shall support the request with sufficient test data and other means to permit a fair and equitable decision on the merits of the proposal.

D. Architect/Engineer and Owner will be the sole judge of equivalency of proposed substitution. Architect/Engineer will make written recommendation of acceptance or rejection to Owner.

Owner will then authorize Architect/Engineer to issue to Contractor written approval or rejection of the substitution.

E. Substitutions will not be considered when:
   1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
   2. Acceptance will require substantial revision of Contract Documents.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 30 00

SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. General administrative and procedural requirements for submittals required for performance of the Work.

1.2 TIMING OF SUBMITTALS

A. Submit all data and information required by the Contract Documents to the Engineer allowing ample time for his review, checking for conformance with the design concept, and approval, in any event allowing not less than 15 working days from date of receipt.

1.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. General: Except as otherwise specified, submit required shop, layout and setting drawings, product data and samples in accordance with requirements of the General Conditions.

B. Contractor's Review of Submittals: Contractor shall review and approve all submittals before forwarding for Engineer's review.
   1. The Contractor's mark or stamp of approval shall constitute representation that he has, at a minimum, satisfied the review requirements of the General Conditions and shall, in effect, so state. The Contractor's stamp of receipt will not be acceptable for this purpose.
   2. Submittals which have clearly not been reviewed by the Contractor will not be checked and will be returned to the Contractor for completion of his review. No claim for delay due to Contractor's failure in this regard will be accepted.
   3. Any deviation from the Contract Documents shall be clearly identified in the submittal.

C. Engineer's Review of Submittals: The Engineer will review Contractor's submittals for conformance with the design concept and requirements of the Contract Documents in accordance with the General Conditions and will approve or take other appropriate action as indicated by his stamp on the returned submittal.

D. Any item which has been "Approved" or "Approved as Noted" and which is subsequently revised by the Contractor beyond noted corrections shall be resubmitted for review and approval.

E. Partial Submittals: Submittals which are partial or contain only a portion of the data required to describe the item or installation will be rejected unless such partial submittal is coordinated with the Engineer prior to submission, and final approval of all such items will be withheld pending receipt of all required information.

F. Resubmittal: Major deviations from design concepts or from the requirements of the Contract Documents will require complete resubmittal. If resubmittal is required, correct and resubmit in the same form as before.

G. Shop Drawings: Process and submit required shop drawings required by the technical specifications.
   1. Contractor's Review: Check and verify field measurements, and coordination requirements, and incorporate on drawings. Where items portrayed are to connect to or interface with other elements of the structure, drawings shall specifically show such connections or interfaces and the materials involved.
   2. Engineer's Review: The Engineer will review for conformance with design concept and requirements of the Contract Documents only and will mark corrections and comments on the transparency and return it to the Contractor. Reproducible and copies will be returned except for copies retained by the Engineer and Owner for use in coordination and administration of the Contract. Distribute copies of the approved submittal as required for the execution of the Work.

H. Product Data: Product data, where required by the Technical Specifications, shall be in the form of catalog cuts, performance characteristics, and/or other descriptive data sufficient for verification of compliance with requirements of the Contract Documents.
   1. Form and Content of Submittal
      a. Manufacturer's standard drawings and other data shall be modified to delete inapplicable information or supplemented to furnish additional information specifically applicable to the Work.
      b. Catalog sheets, brochures, diagrams, schedules, performance charts and descriptions, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, products, and models and shall include dimensions and clearances required. Product data which is not clearly marked to indicate inapplicable options will be rejected.
   2. Engineer's Review: The Engineer will review for conformance with design concept and requirements of the Contract Documents and will return one copy to the Contractor for revision or distribution as required.

I. Samples: Where required by the technical specifications, submit physical examples to illustrate materials, equipment or workmanship and to establish standards by which the Work will be judged.
   1. Form of Submittal: Submit samples in duplicate; sizes, types and requirements as specified in the Technical Specification and in as nearly the form in which the material will appear in the Work as practicable, unless otherwise noted. Samples shall show functional characteristics of product or material with integrally related parts and attachment devices, as applicable, and shall show proposed colors and textures or other finishes.
   2. Engineer's Review: The Engineer will review the submitted samples for compliance with requirements of the Contract Documents and compare them with file samples where applicable; will make final selection of colors and finishes, and will approve sample for application on the Work. Samples not in accordance with requirements will be returned to the Contractor for resubmittal in conformance with requirements.
   3. Disposition of Approved Samples: If approved, sample will be returned to the Contractor as a standard for approval of the completed work, two samples will be retained by the Engineer and Owner for project files.
      a. Where permitted by the technical specifications, approved samples may be incorporated into the Work. In such instances, all samples will be returned. Note location of incorporated samples on project record documents prior to installation of sample unit.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION - NOT APPLICABLE

END OF SECTION

SECTION 01 41 00

COORDINATION

PART 1 GENERAL

1.1 DESCRIPTION

A. The Contractor shall provide all necessary supervision, planning, scheduling, and control to perform the work and meet the requirements of the Contract Documents.

B. The Contractor should coordinate with and allow time as required for the Architect/Engineer to enter the work areas, observe the work in progress, and to perform a final inspection of the work at completion.

C. The contractor shall coordinate with the Engineer and participate in the initial identification of the repair areas, and measurement and review of the completed repair quantities.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Provide temporary protection, signage, temporary walkways, temporary waterproofing, barriers, guard rails and utilities for use, convenience and safety of building occupants and personnel engaged in the Work of the contract.

1.2 QUALITY ASSURANCE

A. Materials: Construct temporary facilities on site using only new materials, unless otherwise approved by Engineer; make connections of utility lines and services in approved manner and in accordance with Code requirements.

B. Installation: Immediately after receipt of the Notice to Proceed, provide temporary services, utilities and construction for use and convenience of those engaged in the Work of the Project.

1.3 TEMPORARY UTILITIES

A. Electrical Service: Provide fixtures, wiring, and equipment, and make connections required for temporary electrical service during the construction period; coordinate power and lighting requirements with the Owner.

B. First Aid Facilities: Furnish personnel trained and certified in first aid. Provide first aid kits on site; types and quantities as required.

C. Temporary Fire Protection: Provide temporary fire protection as required. Provide minimum of one portable fire extinguisher at each work location.

1.4 GUARDRAILS, CANOPIES, BARRICADES AND TEMPORARY PROTECTION

A. Guardrails: Provide guardrails as necessary.

B. Barricades: Provide barricades as may be directed or required for public protection.

C. Partitions and Dust Protection: Provide as required for all work that may affect adjacent areas.

D. Temporary Walkways: Provide as required to allow pedestrians to walk-through phased areas of construction.

E. Signage: Provide signage as required to direct pedestrians and vehicles to alternate paths and entrances where affected by the construction activities.

F. Temporary Waterproofing: Provide temporary waterproofing as required to prevent water infiltration into building during course of the work.

1.5 SECURITY

A. Equipment and materials: It is the Contractor's responsibility to furnish security as required for the protection of his equipment and materials.

1.6 PARKING AREAS

A. Parking: To be designated by Owner.

1.7 CONSTRUCTION SITE CONTROL

A. General: Confine construction operations and storage to area of site as indicated or as directed; maintain in neat, orderly fashion until completion.

B. Materials and Equipment: Store all equipment and materials neatly when not in use or until installed on the Work in areas set aside for storage; protect from damage. Store new materials off-site as required until the materials are required for use.

C. Trash and Debris Removal: Remove all trash and debris resulting from the Contractor's work from site daily; dispose of at Contractor's expense. Do not allow debris, broken or open cartons, or other refuse to collect in or around the project. At completion of the Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials.

PART 2 PRODUCTS - NOT APPLICABLE.

PART 3 EXECUTION - NOT APPLICABLE.

END OF SECTION

saw cuts around the perimeter of the patch shall not be less than 90 degrees, in any case. Edges shall be saw cut on a beveled plane, with the base of the cut slanted outward away from the center of the patch.

C. During the concrete removal (chipping) process, care shall be exercised to avoid cracking of the underlying sound concrete.

D. During the removal of unsound concrete, if more than half of a reinforcing bar circumference is exposed, or if the bar is not firmly bonded to the surrounding concrete, then the remaining concrete around the bar shall be removed. The clearance between the bar and the concrete shall be a minimum of 3/4 in., measured radially from the surface of the bar.

E. The newly exposed sound concrete shall be cleaned by blowing away loose material with a sandblast, followed by cleaning with a compressed air jet. The saw cut edges around the perimeter of the patch area should be thoroughly sandblasted.

F. The Architect/Engineer shall be allowed a minimum of 24 hours for the inspection of properly prepared concrete surfaces and reinforcement, before the scheduled concrete placement.

G. If more than 48 hours has elapsed since the patch area was sandblasted and cleaned with high pressure compressed air at the point in time when the patch material is to be replaced, then the patch area must be blown clean again with high pressure compressed air immediately prior to placement of the patch material.

3.2 REINFORCEMENT CLEANING AND/OR REPLACEMENT

A. Exposed reinforcing shall be thoroughly cleaned by sandblasting to remove all rust and unsound concrete.

B. Reinforcing bars that are damaged or that have lost more than 20 percent of their original cross-sectional area at any point shall be brought to the attention of the Architect/Engineer for inspection. The Architect/Engineer will determine if the bars should be removed and replaced, or if supplemental reinforcing bars should be added.

C. Where portions of reinforcing bars are exposed, the Architect/Engineer will determine if the embedded portion of the bar is soundly bonded to the remaining concrete. If, in the Architect/Engineer's judgment, the bar is not soundly bonded, the Contractor shall remove concrete around and under the bar for a length as determined by the Architect/Engineer.

D. If during removal of unsound concrete, the Contractor encounters existing reinforcing with less than 2 in. cover from the existing concrete surface he shall notify the Architect/Engineer before repairs are implemented. A decision can then be made by the Architect/Engineer on whether to remove or modify that reinforcing, or to build out the patch over the bar(s) to provide additional cover. The Contractor shall at no time remove existing reinforcing steel without the prior approval of the Architect/Engineer.

3.3 CLEAN-UP

A. The Contractor shall be responsible for the safe removal of all loose concrete from the building, and for proper and legal disposal of that loose concrete, off site.

B. All areas of the building and the surrounding site shall be left broom clean and the end of each working day.

END OF SECTION

SECTION 02 80 00

SITE RESTORATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. Repair and/or replace in-kind areas of the site damaged during construction operations including sidewalks, roofing, waterproofing, pavers, entryways, curbs, pavements, site furnishing, lighting fixtures, mechanical equipment, windows, etc., immediately after completion of all operations in that area. Repairs must, as a minimum standard, be equal to or exceed the condition which existed prior to the start of work under this Contract, and utilize materials that are equal to or exceed those originally in place in accordance with the requirements of General Conditions of the Contract and completely coordinated with the work of all other trades.

1.2 QUALITY ASSURANCE

A. Qualifications

1. Contractor shall employ subcontractors and/or tradesmen with a minimum of two (2) years' experience in performing the work required.

1.3 SUBMITTALS

A. The following shall be submitted in accordance with Section 01 30 00, Submittals.

B. The Contractor shall submit to the Owner and Architect/Engineer for approval, three (3) copies of a statement detailing the restoration work required.

C. The statement shall as a minimum contain the following:
1. Description of work.
2. Location and quantity of work.
3. Materials and standard for workmanship.
4. Schedule of operations.

D. Approval of this statement by the Owner and/or Architect/Engineer shall not constitute approval of methods or materials. No work shall proceed until the Owner and/or Architect/Engineer has approved the statement.

PART 2 PRODUCTS

2.1 PAVING, SURFACING AND ENTRYWAYS

A. Replacement of all damaged paving, walks, curbs, entryways, and other surfacing on the site shall match the adjacent material to remain in color, shape and texture.

2.2 WINDOWS AND DOORS

A. All windows and window frames that are broken or damaged during construction operations shall be repaired or replaced in-kind at the sole discretion of the Owner's Representative. In the event of a disagreement between the Owner and Contractor as to the extent of repair or replacement required, the Architect/Engineer shall render a final opinion that will be binding on all parties involved.

2.3 INTERIOR FINISHES

A. Damage to interior plaster, wallpaper, paint, carpets, or other interior finishes, shall be cleaned, restored, or replaced in kind by a contractor qualified to perform the work, at no additional cost to the Owner. Owner reserves the right to select a contractor, or contractors, to perform this work.

2.4 MECHANICAL EQUIPEMENT

A. Damaged mechanical equipment shall be cleaned, restored, or replaced in kind by a contractor qualified to perform the work at no additional cost to the Owner. Owner reserves the right to select a contractor, or contractors, to perform this work.

PART 3 - EXECUTION

3.1 REPAIR WORK REQUIRED

A. Means and methods for the installation of replacement pavings, walks, curbs and other surfacing shall be in accordance with local construction standards, and shall be subject to the approval of the Owner and Architect/Engineer, prior to the start of work.

B. Materials, means, and methods for the installation of replacement materials, or repair of existing materials, shall be submitted in advance, in writing, to the Owner and the Architect/Engineer, for review and approval.

C. All work shall be coordinated with Owner.

END OF SECTION

DIVISION 3

CONCRETE

SECTION 03 01 34

CONCRETE REPLACEMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This work shall consist of providing the necessary labor, materials, equipment and supervision to place, cure and finish polymer-modified concrete and patching mortar which is placed over properly prepared existing concrete surfaces in repair areas.

1.2 RELATED WORK

A. Section 02 21 20 - Removal of Existing Concrete and Surface Preparation

B. Section 03 60 30 - Epoxied-In Anchors and Field Coating of Reinforcing Bars

1.3 STANDARDS

A. American Society for Testing and Materials
   1. Specification for Concrete Aggregates (ASTM C33)
   2. Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete (ASTM C42)
   3. Standard Test Method for Slump of Portland Cement Concrete (ASTM C143)
   4. Specification for Portland Cement (ASTM C150)
   5. Test for Air Content of Freshly Mixed Concrete by the Pressure Method (ASTM C231)
   6. Specification for Chemical Admixtures for Concrete (ASTM C494)
   7. Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction (ASTM E329)

B. American Concrete Institute
   1. Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete, ACI Committee 211 (ACI 211.1)
   2. Specification for Structural Concrete in Buildings (ACI 301)
   3. Recommended Practice for Hot Weather Concreting (ACI 305R)
   4. Recommended Practice for Cold Weather Concreting (ACI 306R)
   5. Building Code Requirements for Reinforced Concrete (ACI 318)

1.4 SUBMITTALS

A. Submit reports of concrete tests at the end of each day's testing as described in this section.

B. Submit a list of all proposed materials and material sources for the polymer-modified concrete, patching mortar, and grout to the Architect/Engineer at the start of the job, as detailed in subsection 2.5, of this section of the Specifications.

1.5 UNIT PRICES

A. The Contractor shall submit unit prices as required on the Bid Proposal Form.

B. For the portion of work to be performed on a unit price basis, quantities shall be measured.

1.6 WARRANTY

A. All concrete and grout repairs shall be guaranteed for a period of three years after the completion of the Contract Work against all surface defects, delamination of the patch material from the substrate concrete, delamination within the patch material itself, and patch deterioration.

1.7 MOCKUPS

A. All work procedures and materials shall be demonstrated in mockups for review and approval prior to beginning any production work. Mock-ups shall match color, appearance, and texture of existing precast concrete.

B. Contractor shall make field samples and mock-ups for all methods and materials to be used in concrete patching for review prior the pre-installation conference.

C. Adjust or repeat installation until mockup meets with Owner's approval.

PART 2 PRODUCTS

2.1 CONCRETE TYPES, STRENGTHS, AND USES

A. The strength indicated is the minimum 28-day design compressive strength.
   1. Polymer-modified concrete, 6,000 psi
   2. Patching mortar, 5,000 psi (for shallow repair areas)

2.2 MATERIALS

A. Portland Cement, ASTM C150, Type I. Convertible Portland Cements and Portland Cement Type III are not permitted.

B. Calcium chloride shall not be permitted as an additive in the polymer-modified concrete or in the patching mortar or in any admixture.

C. Fine and coarse aggregate shall be clean and conform to the requirements of ASTM C33, 4S.

D. Water shall be potable and free from substances known to be harmful to portland cement.

2.3 POLYMER-MODIFIED CONCRETE MIX DESIGN

A. The primary requirements for the polymer-modified concrete are the compressive strength as specified herein; workability that facilitates placement and the achievement of the desired finish; and proper finishing and curing practices to ensure achievement of a low permeability.

B. The entrained air content shall be no more than 6.5 percent, as measured according to ASTM C231. No air-entraining agent shall be added to the mix. Defoaming agent shall be used to control air content.

C. Water/cement ratio (including water in the latex emulsion and the aggregate) shall not exceed 0.40.

D. Pre-packaged mixes may be used in lieu of site mixing. The following pre-packaged mixes are approved for use. Contractor shall submit data sheets for review and approval prior to use.
   1. Polymer Modified Concrete:
      a. Form Flo P-38, as manufactured by J.E. Tomes & Associates, Inc.
      b. SikaEmaco 1061EX, manufactured by Sika Corporation.
      c. Approved equal

2.4 PATCHING MORTAR MIX DESIGN

A. The primary requirements for the patching mortar mix are a minimum compressive strength as specified herein, and workability that facilitates placement and achievement of the desired finish.

B. The patching mortar shall not be installed in multiple layers or lifts, and shall not be installed in depths exceeding the manufacturer's recommendation for a single lift.

C. Pre-packaged mixes may be used in lieu of site mixing. The following pre-packaged mixes are approved for use. Contractor shall submit data sheets for review and approval prior to use.
   1. Patching Mortar:
      a. For repairs on vertical and overhead surfaces:
         1) CT-40 Repair Mortar as manufactured by J.E. Tomes & Associates, Inc.
         2) Approved equal

2.5 TESTING OF POLYMER-MODIFIED CONCRETE MIX DESIGNS

A. The contractor shall submit a list of all proposed materials, and material sources, to the Architect/Engineer at the initiation of the project. The following data shall be submitted to the Architect/Engineer:
   1. Sieve analysis for the fine and coarse aggregate
   2. Proposed mixing methods
   3. Mill certificates from the cement supplier
   4. List of materials and sources

B. At least (3) weeks prior to the start of concrete placement the Contractor shall manufacture four (4) separately mixed test batches of concrete under job conditions, in quantities large enough to accommodate production of the following samples and tests:
   1. Four sets of 4 in. x 8 in. test cylinders for use in determining compressive strength of the concrete
   2. Two slump tests
   3. Two air content tests

C. All samples and tests will be conducted by the Architect/Engineer or the Owner's testing agency. The Contractor is responsible for providing the labor and materials to manufacture the concrete for the samples, and for disposal and cleanup of surplus materials.

D. The Owner and the Architect/Engineer reserve the right to request production of additional test batches of polymer-modified concrete if the material produced does not comply with these Specifications.

2.6 TESTING OF PATCHING MORTAR AND GROUT MIX DESIGNS

A. The Contractor shall notify the Architect/Engineer at least four (4) weeks in advance of the start of placement of patching mortar, in writing, of the type of patching mortar proposed for use on the project. The following data shall be submitted to the Architect/Engineer at that time.
   1. List of material sources
   2. Proposed mixing methods

B. At least (3) weeks prior to the start of placement of patching mortar, the Contractor shall manufacture four (4) separately mixed test batches of patching mortar under job conditions in quantities large enough to accommodate the following samples and tests:
   1. Eight, 2 in. cube specimens, for testing to determine compressive strength of the mortar, in accordance with ASTM C109, "Standard Test Method for Compressive Strength of Hydraulic Cement Mortars."

PART 3 EXECUTION

3.1 BATCHING AND MIXING

A. All batching and mixing operations shall be performed in a manner such that quality control is guaranteed, accurate mix proportions are maintained and all ingredients are combined and mixed to a uniform consistency.

B. Mix components shall be measured and partially combined in a controlled environment prior to final mixing and placing at the repair location.

C. No polymer-modified concrete, patching mortar, or grout shall be placed at surface and ambient temperatures lower than 40 degrees F, or when the temperature is projected to fall below 40 degrees F in the 24 hours following placement.

D. At temperatures above 85 degrees F, the Architect/Engineer may require placements to be made at night or early morning hours, if in his opinion a satisfactory placement is not being achieved during normal working hours.

E. Water may be added to the polymer-modified concrete to obtain slump within the prescribed limits. Concrete with a slump less than 3 in. may be rejected if it is not placed satisfactorily, with a closed tight surface. Retempering of concrete is not permitted.

3.1 SURFACE PREPARATION

A. Surface preparation shall be in accordance with Section 02 21 20, Removal of Existing Concrete and Surface Preparation.

3.2 PLACING AND FINISHING CONCRETE

A. Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned. Vibrators shall be checked for workability. All frost, ice, mud, debris, and water shall be

removed from equipment. Forms shall be thoroughly wetted. Reinforcement shall be securely tied in place and thoroughly cleaned of ice and other coatings which may destroy or reduce bonding with concrete. No concrete shall be placed until the Architect/Engineer has observed the forms and condition and placement of reinforcement. Conveying the concrete from mixer to place of deposit shall not cause separation or loss of materials.

B. Placing of concrete shall be such that it shall be deposited as nearly as possible in its final position to avoid segregation due to rehandling or flowing. Placing shall be at such a rate that at all times concrete shall be plastic and flow readily into corners of forms and into spaces between rebars. No concrete that has partially hardened or that has been contaminated by foreign materials shall be deposited. When being deposited, concrete shall not be allowed to fall a vertical distance greater than 2 ft. from point of discharge to point of deposit. Internal vibrators shall be used, as appropriate, to ensure that proper consolidation of the concrete is achieved.

C. Placement of the polymer-modified concrete shall be a continuous operation at each patch location. Materials sufficient to complete a patch shall be available prior to commencing a repair.

D. For areas where new concrete will be cast against existing concrete surfaces, wet the existing surface one hour prior to placement but do not allow puddles to form. At time of placement of concrete, existing concrete surfaces shall be in a saturated, surface dry condition.

E. The concrete shall be continuously rodded or vibrated during placement to consolidate the pour and fill all corners of the patch. External vibration of the formwork may also be used (or be used in lieu of internal vibration), by placing the internal vibrators against the wood forms for short periods of time.

3.3 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete above 55 degree F and in a moist condition for at least 7 days after placing.

B. Unformed Top Surfaces: Begin curing immediately after finishing concrete. Use a moisture-retaining cover, as follows:
   1. Cover concrete surfaces with a moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches.
   2. Seal sides and ends of cover by holding them down with soil, concrete pieces, or some other weight, or by using waterproof tape or adhesive.
   3. Immediately repair any holes or tears in cover during curing period using cover material and waterproof tape.
   4. Re-wet concrete surface at least twice daily or as necessary to maintain moist concrete surface.

C. Protect concrete from falling below 55 deg F with insulating blankets or enclosures with heaters.

3.4 FIELD QUALITY CONTROL

A. At the time of the first field placement of concrete, mortar, and grout and at least four appropriate intervals as directed by the Architect/Engineer, four standard 4 in. x 8 in. cylinders will be made, cured and tested in accordance with ACI 301, except as noted herein.

B. All cylinders shall be tested by a qualified approved testing laboratory which meets the requirements of ASTM E329, and their reports sent to the Architect/Engineer and the Contractor. Costs for these tests will be paid for by the Owner. The Contractor or Testing Lab will be responsible for making these cylinders and for seeing that they are transmitted to a testing laboratory. The Contractor shall provide the necessary concrete to make the cylinders.

C. All four cylinders shall be cured under field conditions for one day. The cylinders shall then be transported to the testing agency laboratory and cured in air at 73 degrees F, 50 percent relative humidity. Two cylinders shall be tested for compressive strength at seven days and two at 28 days. One cylinder shall be stored for potential future testing.

D. For each set of cylinders made, a slump and air content test shall also be made. The temperature of the concrete shall be taken at the same time cylinders are made. Slump tests shall be made in accordance with ASTM C143. Air content tests shall be made in accordance with ASTM C231.

E. Testing of cylinders shall be in accordance with ASTM C39, and shall be conducted by the Owner's testing agency. Each test report shall contain the following information for each set of cylinders:
   1. Individual test specimen strength, type of failure
   2. Slump
   3. Air content
   4. Concrete and air temperature
   5. Specimen number
   6. Portion of structure represented by the concrete tested
   7. Date cast
   8. Date tested
   1. Concrete properties specified
   2. Notice if tests indicate concrete is not in conformance with Specifications

F. Strength shall be considered satisfactory if the average of the two 28-day tests meets or exceeds 5,000 psi, and neither of the 28-day tests is below 4,500 psi.

G. Coring
   1. If tests results are not in conformance with Specifications, the Contractor shall take 2-in. diameter core samples from completed patches. This additional testing of the concrete mortar will be performed under the direction of the Architect/Engineer. The cost of these additional tests will be borne by the Contractor.

H. Hammer tap concrete patches to verify their soundness. Remove and recast any unsound patch areas at Contractor’s expense.

END OF SECTION

SECTION 03 10 00

FORMWORK

PART 1 GENERAL

1.1 WORK INCLUDED

A. Forms for cast-in-place repairs of areas of concrete.

1.2 RELATED WORK

A. Section 03 01 34: Concrete Patching

B. Section 03 30 00: Cast-In-Place Concrete

1.3 QUALITY ASSURANCE

A. Reference Standard: American Concrete Institute "Recommended Practice for Concrete Formwork" (ACI 347).

1.4 SUBMITTALS

A. Submit samples of all anchorage devices proposed for use in anchoring formwork systems, in accordance with Section 01 30 00.

B. Submit sketches of typical formwork systems, in accordance with Section 01 30 00.

1.5 PAYMENT

A. The Work of this Section shall be on a lump sum basis in accordance with the Contractor's bid.

PART 2 PRODUCTS

2.1 MATERIALS

A. Design and construction of formwork shall be the responsibility of the Contractor and shall be performed in accordance with ACI 347, and as supplemented and modified herein.

B. Forms shall conform to shape, lines, grade, and dimensions of existing members and shall be braced and tied together to maintain position and shape during placement of concrete. Supports shall be spaced sufficiently close to prevent deflection of form material.

C. Forms shall be readily removable without hammering, prying or damage to concrete. Metal tools shall not come in contact with concrete surfaces during form removal. All exposed concrete corners shall be finished to match existing corners.

D. Forms for surfaces exposed to view shall be constructed of new 5/8 in. or 3/4 in. 5-ply structural plywood of concrete-form grade. Plywood may be reused for formed surfaces exposed to view as long as it is in good condition.

E. Wood forms used with latex-modified concrete shall first be coated with two coats of shellac or polyurethane varnish on the surface(s) to receive concrete. No form release agents shall be used on the forms.

F. All devices used to anchor formwork to the existing concrete members shall be stainless steel, drilled-in anchors, subject to the approval of the Architect/Engineer prior to use. Samples should be submitted to the Architect/Engineer for each type of anchor proposed for use.

PART 3 EXECUTION

3.1 FORMWORK INSTALLATION

A. Formwork must be securely fastened to the building and supported, and shall not place load against the existing granite cladding. The method of attachment is subject to the review and approval of the Architect/Engineer prior to the start of construction. The Contractor shall submit sketches of the method of installation of all typical formwork setups to the Architect/Engineer for approval, prior to the start of construction. All portions of the anchors that will remain in place should be recessed 1/2 inch back from the exposed concrete surface, and the recessed hole should be filled with mortar after removal of the loose components of the anchorage device.

B. The Contractor shall be responsible for seeing that no pieces of formwork become dislodged. The Contractor shall bear full responsibility for any injuries and/or property damage that may result should any pieces of formwork fall from the building.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 DESCRIPTION

A. The Work of this Section includes furnishing, fabricating, and placing reinforcing steel.

B. Related sections:
   1. Section 03 01 34 - Concrete Patching

1.2 STANDARDS

A. ASTM A185, Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement, latest edition.

B. ASTM A615/A615M, Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement, latest edition.

C. ACI SP-66, Detailing Manual, latest edition.

D. ACI 318, Building Code Requirements for Structural Concrete, latest edition.

E. CRSI Manual of Standard Practice, latest edition

PART 2 PRODUCTS

2.1 REINFORCEMENT AND ACCESSORIES

A. Reinforcing Steel:
   1. New steel reinforcing bars shall conform with requirements of ASTM A615, Grade 60. Provide diameter and shape specified on drawings.
   2. Epoxy coated bars shall be provided at locations specified by Engineer. Epoxy coating shall conform to ASTM A775.
   3. For dowels that will be epoxied-in using adhesion, the epoxy coating shall be removed from the portion of the dowel that will be embedded in the adhesive.

B. Stainless Steel Anchors: 1/4 or 3/8 in. diameter Type 304 stainless steel threaded rods cut and bent to shape as directed by Engineer.

Maximum yield strength - 30 ksi
Minimum tensile strength - 75 ksi

C. Welded Wire Fabric
   1. New welded wire fabric shall conform to the requirements of ASTM A1064.
   2. Epoxy coating shall conform to the requirements of ASTM A884.

D. Accessories:

1. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI Manual of Standard Practice from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete.
   a. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
   b. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
2. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A775/A775M.

2.2 FABRICATION

A. All bends and hooks shall conform to bend dimensions defined as "ACI Standard Hooks" in the CRSI Manual of Standard Practice unless otherwise shown on the plans.

B. Reinforcing bars shall conform to the dimensions shown on the Drawings, within the fabricating tolerances as shown in the CRSI Manual of Standard Practice.

PART 3 EXECUTION

3.1 PLACING

A. Prior to placing concrete, all reinforcing bars located partially or completely within the pour area shall be supported and securely tied.

B. Runways or another approved protection scheme shall be provided for reinforcing located in a pour or which extends into the pour, in order to prevent damage from moving equipment or pumping equipment.

C. Unless permitted by the Engineer, reinforcing shall not be bent after being embedded in hardened concrete.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 DESCRIPTION

A. The Work of this Section includes furnishing, placing, finishing and curing the new portland cement concrete.

B. Related work specified elsewhere:
   1. Section 03 10 00: Formwork
   2. Section 03 60 30: Epoxied-in Anchors and Field Coating Existing Reinforcing Bars

1.2 REFERENCE STANDARDS

A. The most recent edition of standard shall apply.

B. American Concrete Institute (ACI)
   1. Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete (ACI 211.1)
   2. Specification for Structural Concrete (ACI 301)
   3. Guide for Concrete Floor and Slab Construction (ACI 302.1R)
   4. Guide for Measuring, Mixing, Transporting, and Placing Concrete (ACI 304R)
   5. Recommended Practice for Hot Weather Concreting (ACI 305R)
   6. Recommended Practice for Cold Weather Concreting (ACI 306R)
   7. Building Code Requirements for Structural Concrete (ACI 318)

C. American Society for Testing and Materials
   1. Standard Practice for Making and Curing Concrete Test Specimens in the Field (ASTM C31/C31M)
   2. Specification for Concrete Aggregates (ASTM C33)
   3. Test Method for Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)
   4. Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete (ASTM C42)
   5. Specification for Ready-Mixed Concrete (ASTM C94)
   6. Test Method for Slump of Hydraulic Cement Concrete (ASTM C143)
   7. Specification for Portland Cement (ASTM C150)
   8. Specification for Sheet Materials for Curing Concrete (ASTM C171)
   9. Standard Practice for Sampling Freshly Mixed Concrete (ASTM C172)
   10. Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method (ASTM C231)
   11. Specification for Air-Entraining Admixtures for Concrete (ASTM C260)
   12. Specification for Liquid Membrane-Forming Compounds for Curing Concrete (ASTM C309)
   13. Specification for Chemical Admixtures for Concrete (ASTM C494)
   14. Specification for Concrete Made by Volumetric Batching and Continuous Mixing (ASTM C685)

15. Classification for Standard Sizes of Aggregate for Road and Bridge Construction (ASTM D448)
16. Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction (ASTM E329)

1.3 QUALIFICATIONS

A. Contractor performing the Work of this Section shall be capable of demonstrating experience in at least five projects, satisfactorily completed within the past five years, of similar scope and complexity to this Project.

1.4 SUBMITTALS

A. Delivery Tickets: Furnish copies of delivery tickets for each load of concrete delivered to the site.

B. Field Test Reports: Submit reports of concrete tests at the end of each day's testing, as described later in this section.

C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete materials and mix design tests.

D. Product Data: Submit copies of manufacturer's specifications with application and installation instructions for propriety materials and items upon request.

E. Mill Certificates: Submit copies of steel producer's certificates of mill analysis, tensile and bend tests for reinforcing steel, upon request.

F. Shop Drawings: Submit shop drawings sealed by a registered engineer for fabrication, bending, and placement of concrete reinforcement. Comply with the ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures." Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement.

PART 2 PRODUCTS

2.1 CONCRETE MIX REQUIREMENTS

A. Concrete shall be normal weight.

B. Minimum 28-day design compressive strength shall be 4,500 psi.

C. Mix designs for normal weight concrete shall be proportioned in accordance with ACI 211 and this Specification. Mix designs proposed for use, when tested in a laboratory, shall have an average 28-day compressive strength in excess of design strength as required in Chapter 4 of ACI 318.

D. Maximum water-cement ratio shall not exceed 0.45 by weight of cement for structural topping concrete.

E. Slump

1. Concrete to be mixed with a high range water-reducing admixture (superplasticizer) shall be delivered to the Project Site with a slump of not less than 2 in. and not more than 4 in. before addition of the superplasticizer. Slump after Project Site addition of superplasticizer shall not be less than 5 in. or more than 7 in. Alternately, a high range water reducer with added retarder for reducing rate of slump loss may be used.
2. Slump of non-superplasticized concrete shall not exceed 4 in. at the time of discharge from the truck.

F. The entrained air content shall be 6.0 percent by volume, plus or minus 1.5 percent, and shall be measured according to ASTM C231.

2.2 CONCRETE MATERIALS

A. Portland Cement shall conform to ASTM C150, Type I.

B. The following types of admixtures may be used when approved by the Engineer.
1. Air-entraining Admixtures ASTM C260
2. Chemical Admixtures ASTM C494

C. Calcium chloride shall not be permitted in the concrete as an intentional additive or as an unintended contaminant on aggregates or any other concrete materials.

D. Coarse aggregate shall be normal-weight crushed stone or gravel, unless otherwise noted. Fine aggregate shall be natural or manufactured sand. Aggregate particles shall be clean, hard, and angular, of uniform quality, and free from soft, thin elongated pieces, disintegrated stone, dirt, organic, or other injurious materials occurring either free or as a coating. Aggregates shall be supplied from a source approved by the Engineer. Aggregate gradation shall conform to ASTM C33 with the following limitations:
1. Minimum percentage of coarse aggregate by weight of total aggregate shall be 55 percent.
2. Maximum aggregate size shall be ¾ in. typical. .

E. Mixing water shall be potable, clean and free of injurious quantities of substances known to be harmful to portland cement.

2.3 REINFORCING STEEL MATERIALS

A. Reinforcing bars to be welded: ASTM A706/A706M, Grade 60.

B. Other supplemental reinforcing bars required: ASTM A615/A615M, Grade 60, epoxy coated.

2.4 TESTING OF CONCRETE MIX DESIGNS

A. Mix designs of each separate mix shall be prepared and the following data shall be submitted to the Engineer for each mix design.
1. Sieve analysis for fine and coarse aggregate
2. Test for aggregate organic impurities
3. Proportions of all materials
4. Mill certificates for cement
5. Slump, during laboratory tests
6. Air content, during laboratory tests
7. Three-, 7- and 28-day laboratory compression test results (Minimum three cylinders for each test age for a total of nine cylinders)

B. A mix design previously used and which complies with specifications may be submitted for approval. Include all information listed above. During construction, tests will be made by an approved Testing Agency to determine if the concrete complies with the specified requirements. The Contractor shall cooperate in the making of such tests to the extent of allowing free access to the Work for the selection of samples and the storage of specimens, and in affording protection to specimens against injury or loss through his operations. The Contractor shall furnish all concrete for testing.

PART 3 EXECUTION

3.1 BATCHING AND MIXING

A. All concrete shall be delivered to the Project Site ready-mixed. Ready-mix concrete shall be batched, mixed, and transported in accordance with applicable provisions of ASTM C94. Batch plants used in production of ready-mixed concrete shall comply with standards set forth by Plant Manufacturers Bureau of National Ready-Mix Concrete Association. Truck mixers, agitators, and nonagitating units used to mix and transport ready-mix concrete production facilities shall comply with Standards of Truck Mixers Manufacturers Bureau of National Ready-Mixed Concrete Association. Ready-mix concrete production facilities shall be currently certified by National Ready-Mix Concrete Association and the Contractor shall submit a copy of that certification to the Owner's Representative.

B. Deliver concrete to Site and discharge within 90 minutes or before 300 revolutions of mixer drum, whichever comes first, after introduction of mix water. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes. Concrete that exceeds the specified time limits shall be rejected. Indiscriminate addition of water to increase slump is prohibited.
   1. When concrete arrives at Project Site with slump below that suitable for placing, water may be added providing the maximum permissible slump is not exceeded. In the event water is added at Project Site, it shall be incorporated by additional mixing equal to at least 30 revolutions of the drum at mixing speed recommended by manufacturer. If additional water is added, the amount added shall be noted on delivery ticket and ticket signed by person authorizing addition of water.
   2. Concrete to which water has been added in such amounts as to cause the water/cement ratio to exceed the specified maximum allowable value will be rejected. When concrete arrives at job Project Site with a slump exceeding maximum specified slump, concrete shall be rejected.
   3. The quantity of superplasticizer added shall be in accordance with the approved mix design and the recommendations of the manufacturer, and may be adjusted for variations in initial slump.
      a. Initial, or "water" slump shall be tested for each truckload prior to addition of superplasticizer.
      b. Do not add water-reducing or high-range, water-reducing admixture indiscriminately to increase slump. Re-tempering of the mix with additional superplasticizer may be done only with the approval of the Architect/Engineer. Introduce high-range, water-reducing admixture at the Site with additional mixing per the manufacturer’s recommendations.

C. Plant-batched air-entraining and chemical admixtures, when used, shall be incorporated into the mix in amounts and manner recommended by the manufacturer and approved by the Architect/Engineer. Accuracy of measurement of any admixture shall be within plus or minus three percent. Two or more admixtures may be used in the same concrete provided such admixtures are added separately and that the combination is compatible and has no deleterious effect on the concrete.

D. The temperature of the concrete, when discharged, shall be not less than 65 deg F when the air temperature is below 40 deg F. If heated water or aggregates are used, the water shall be combined with the aggregates in the mixer before cement is added. Cement shall not be added to mixtures of water and aggregate when the temperature of the mixture exceeds 70 deg F.

E. The temperature of the concrete, when discharged, shall not exceed 85 deg F.

3.2 PLACING CONCRETE

A. Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned, vibrators shall be checked for workability, all frost, ice, mud, debris, and water shall be removed from concrete surfaces and forms, forms shall be thoroughly wetted or oiled, and reinforcement shall be securely tied in place and thoroughly cleaned of ice and other coatings which may destroy or reduce bonding with concrete. No concrete shall be placed until the Engineer has approved the forms and the condition and placement of reinforcement.

B. Where new concrete is cast against existing concrete surfaces, thoroughly wet the existing surface between 4 to 12 hours prior to placement but do not allow puddles to form. Blow dry any visible moisture 2 hours prior to placement with clean, dry air. At time of placement of concrete, existing concrete surfaces shall be in a saturated, surface dry condition, showing no visible moisture.

C. Conveying the concrete from the mixer to the place of deposit shall not cause separation or loss of materials.

D. Placing of concrete shall be such that it shall be deposited as nearly as possible to its final position to avoid segregation due to rehandling or flowing. Placing shall be at such a rate that at all times concrete shall be plastic and flow readily into corners of forms and into spaces between rebars. No concrete that has partially hardened or has been contaminated by foreign materials shall be deposited.

E. When concreting is commenced, it shall be carried on as a continuous operation until the section is completed. When being deposited, concrete shall not be allowed to fall a vertical distance greater than four feet from point of discharge to point of deposit.

F. Concrete placement shall not disturb or displace reinforcing bars, floor drains, or other slab embedments.

G. All newly placed concrete shall be consolidated by means of vibration. Generally, vibration shall be accomplished by means of an internal vibrator running at a minimum speed of 7000 rpm or higher, depending on the nature of the concrete being consolidated. Extra vibrators shall be kept at the project site to be used in case a vibrator does not work. When immersion-type vibrators are used to consolidate concrete around epoxy-coated reinforcing, the vibrators shall be equipped with rubber or non-metallic vibrators heads.

3.3 FINISHING

A. After screeding, fresh concrete surfaces shall be bullfloated. The concrete surface shall have a smooth trowel finish, followed by a medium broom drag.

3.4 CONSTRUCTION JOINTS

A. Locate and install construction joints so as not to impair strength and appearance of the structure. Construction joint placement is subject to submittal by Contractor and approved by Engineer.

3.5 CURING

A. Concrete shall be maintained above 55 degrees F and in a moist condition for at least the first 7 days after placing. Curing shall be accomplished by burlap covers kept continuously wet and covered with 4 mil polyethylene sheets conforming to ASTM C171 with edges lapped and tightly sealed by sand, wood slabs, pressure-sensitive tape, mastic, or glue.

B. Adequate protection shall be provided for concrete during freezing or near freezing weather. All concrete materials, reinforcement, forms, filler, and ground with which concrete is to come in contact shall be free of frost, ice, and snow. Whenever air temperature is below 40 degrees F, the minimum temperature of concrete when discharged shall be 65 degrees F, and concrete during the required curing period shall be maintained at a temperature not less than 50 degrees F. Throughout heating period, concrete shall be kept moist as specified. The concrete temperature shall be monitored automatically or manually each half-hour during cold weather.

C. Placement and curing of concrete during hot weather shall be in conformance to the requirements of ACI 305R.

3.6 FIELD QUALITY CONTROL

A. Testing of concrete
   1. A set of six 6-in. diameter by 12-in. long test cylinders shall be made at a frequency of once per day, or once for each 20 cubic yards of ready-mixed concrete placed, whichever results in a larger number of tests. Four in. diameter by 8 in. long test cylinders may be substituted when the maximum aggregate size does not exceed ¾ in. or as allowed by ASTM specification.
   2. All cylinders shall be made and tested by a qualified approved Testing Agency which meets the requirements of ASTM E329, and their reports will be sent to the Engineer and Contractor. Costs for these tests shall be paid by the Owner, except where specifically indicated otherwise in this Section.
   3. Two cylinders from each set shall be tested at seven days, and an additional two cylinders at 28 days, in accordance with ASTM C31. The remaining cylinders shall be laboratory-cured and held in reserve for strength testing beyond 28 days, if necessary and if directed by Engineer. Additional cylinders may be made and tested at the Contractor's expense where it is desired to demonstrate 75 percent of specified 28-day strength earlier than seven days after placement, and where high early strength is expected. All cylinders to be tested earlier than 7 days shall be field-cured in the part of the structure in which the concrete is placed, and shall be removed from the structure not more than 24 hours before the time of the test.

4. At the time each set of cylinders is made, the fresh concrete shall be tested for slump and air content in accordance with ASTM C143 and C231, respectively, and the concrete mix temperature and air temperature shall be measured and recorded.
5. Concrete which fails to meet the slump or air content requirements shall be tested again using a different concrete test sample from the same source. If the second series of tests reveals the concrete does not meet the slump or air content requirements, the nonconforming concrete shall be rejected and properly disposed. A new batch of concrete shall be mixed or obtained at the Contractor's expense.
6. Unless directed otherwise by the Engineer, samples of concrete for test specimens shall be taken from the transport vehicle during discharge.
7. Test specimens shall be molded promptly after the sample is taken and then placed in Project Site storage provided by the Contractor. Storage shall be in a shed, box or other enclosure maintained at a temperature between 60 and 80 deg F. Specimens shall be stored for a minimum of 16 hours prior to removal from the sampling location.
8. Strength of concrete shall be considered satisfactory if:
    a. The average compressive strength results of two 28-day tests in each set of cylinders equals or exceeds the specified 28-day strength, and neither of the 28-day tests results is 500 psi or more below specified 28-day strength; or
    b. Compressive strength equals or exceeds the specified 28-day strength for each of two successive cylinder tests made before 28 days. In this case, additional scheduled tests may be waived.
9. Testing of cylinders shall be in accordance with ASTM C39. Each test report shall contain the following information for each set of cylinders:
    a. Individual test specimen strength, type of failure
    b. Slump
    c. Air content
    d. Concrete and air temperature
    e. Specimen number
    f. Concrete pour location
    g. Date cast
    h. Date tested
    i. Concrete properties specified
    j. Notice if tests indicate concrete is or is not in conformance with specifications.

B. Should results of cylinder tests, including testing of reserved cylinders after 28 days if directed by Engineer, not meet preceding strength requirements, the Contractor shall submit a revised mix design data for concrete which will conform to the specifications. In the event of failure of test cylinder specimens for any portion of work, the Contractor, at the Contractor's expense, shall have sample cores cut from that portion of structure represented by unsatisfactory test specimens. Three cores shall be taken from each area in question according to ASTM C42. Concrete in the area represented by core tests will be considered structurally adequate if the average of the three cores is equal to at least 85 percent of specified 28-day cylinder strength, and if no single core has a strength less than 75 percent of the 28-day strength. If these strength acceptance criteria are not met by core tests, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense.

3.7 LIMITATIONS OF OPERATIONS

A. No load or construction traffic shall be permitted on or adjacent to the newly cast concrete elements for at least 3 days and until the concrete has achieved its specified 28-day compressive strength.

END OF SECTION

SECTION 03 60 30

EPOXIED-IN ANCHORS AND FIELD COATING OF REINFORCING BARS WITH EPOXY

PART 1 GENERAL

1.1 WORK INCLUDED

A. Section Includes: Post-installed concrete anchoring, including adhesive grouting of new reinforcing steel, bolts, and threaded rods. Field coating of reinforcing bars with epoxy.

1.2 RELATED WORK

A. Section 02 21 20 - Removal of Existing Concrete and Surface Preparation

1.3 STANDARDS

A. The most recent edition of standard shall apply.

B. ICC Evaluation Service (ICC-ES)
   1. AC 308: ICC-ES Acceptance Criteria for Post-installed Adhesive Anchors in Concrete Elements

1.4 PAYMENT

A. Adhesive grouting of reinforcing steel and coating of reinforcing bars is incidental to concrete repairs and shall be accounted for in concrete repair unit prices.

1.5 QUALITY ASSURANCE

A. Adhesive Grouting of Steel Reinforcement and Threaded Rods:
   1. Installer Qualifications: A minimum of two years of experience in adhesive grouting of steel reinforcement and threaded rods.
   2. Manufacturer's Field Service: Provide services of adhesive grout manufacturer's technical representative at the job site if requested by the Architect/Engineer.

B. Adhesive Anchor Installer Certification
   1. Personnel designated to install adhesive anchors shall be Adhesive Anchor Installer certified by the ACI-CRSI Adhesive Anchor Installation Certification Program.
   2. Certification must have been completed within the previous five years.

C. Special Inspections and Proof Loading
   1. Periodic Special Inspections may be performed by Architect/Engineer. Special inspections will verify anchor diameter, embedment depth, hole drilling and preparation, adhesive injection, and anchor installation procedures.
   2. Architect/Engineer may conduct proof load testing of installed adhesive anchors.

1.6 SUBMITTALS

A. Product Data: Manufacturer’s Printed Installation Instructions (MPII) for the following:
   1. Anchoring adhesive

2. Coating for reinforcing steel

B. Adhesive Anchor Installer Certifications for personnel designated to install adhesive anchors

1.7 PRODUCT DELIVERY

A. The product shall be delivered and handled according to the manufacturer's recommendations.

B. Damaged, open containers shall not be used.

1.8 JOB CONDITIONS

A. Existing and environmental conditions: The Contractor shall examine the condition of surfaces where epoxied-in anchors are required. He shall follow the recommendations of the manufacturer with regard to limitations of the materials in various moisture and temperature conditions.

PART 2 PRODUCTS

2.1 MATERIALS

A. Epoxy for Anchors: The Epoxy shall be HIT-HY 200 or HIT-RE 500 manufactured by Hilti Corporation, or an approved equal.

B. Epoxy coating for steel reinforcing bars shall be "MasterProtect P 8100 AP," manufactured by BASF Corporation Building Systems, or an approved equal.

C. Stainless Steel Anchors: Type 304, 1/4 or 3/8 in. diameter stainless steel threaded rods cut and bent to shapes indicated on drawings or requested by engineer in field. Minimum tensile strength = 75 ksi, Maximum yield strength = 30 ksi.

D. Reinforcing Steel: ASTM A615/A615M, Grade 60, epoxy coated. Cut and bent to shapes indicated on drawings or requested by engineer in field.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine surfaces where epoxied-in anchors are to be installed for unsound concrete that would adversely affect the execution and quality of work.

B. Where such conditions are found, notify the Architect/Engineer and proceed with work at other locations.

3.2 PREPARATION

A. Lay out the locations of epoxied-in anchors according to the drawings and specifications.

B. The Contractor is advised to use a magnetic reinforcing steel detector to avoid drilling into existing embedded reinforcing. He should also refer to the original drawings for information on

the approximate size, number and location of existing reinforcing bars. These drawings are available from the Owner.

3.3 ADHESIVE GROUTING OF ANCHORS AND REINFORCING BARS

A. Unless designated otherwise by product-specific manufacturers instructions, anchor installation should only be performed when the following conditions are met:
   1. Concrete compressive strength: 2500 psi minimum
   2. Concrete temperature: 50 °F to 90 °F

B. Depth of embedment shall be as shown on the Drawings. Drilled hole and embedment depth will be inspected on a periodic basis by Engineer.

C. Installation shall be in strict accordance with adhesive manufacturer's written procedures. Hole cleanliness is critical, and cleaning procedures will be inspected on a periodic basis by Engineer.

D. Remove excess adhesive from concrete substrate and exposed steel surfaces.

E. Allow full curing of adhesive prior to placing concrete or disturbing anchor.

3.4 FIELD COATING EXISTING REINFORCING BARS WITH EPOXY

A. Segments of existing bars with more than 1/2 in. cover from the original concrete surface which are partially or fully exposed in concrete removal operations shall receive one coat of epoxy which fully covers the bar with no pin holes or holidays. A touch-up coat shall be applied if pin holes or holidays remain after the first coat. The dry film thickness of the coating shall be approximately 10 to 12 mils. A second coat of epoxy shall be applied to existing bars with 1/2 in. or less of cover from the original concrete surface.

3.5 CLEAN-UP

A. The epoxied-in anchors shall be cleanly installed and squared up as shown on the drawings. Excess epoxy shall be cleaned up. Wood shims shall be removed.

B. Safety of Personnel:
   1. Avoid skin contact with epoxy materials, solvents and epoxy strippers. Epoxy resins and particularly epoxy hardeners may cause skin sensitization.
   2. Wear rubber gloves (preferably with a cloth liner) and protective clothing. Where splashing may occur, wear goggles or face shields. Barrier creams are recommended but do not substitute for protective clothing.
   3. If skin contact occurs, wash immediately with a waterless cleaner, followed by soap and water. Should eye contact occur, flush immediately with plenty of water for 15 minutes and call a physician.

END OF SECTION

SECTION 07 14 13

HOT, FLUID-APPLIED, RUBBERIZED-ASPHALT WATERPROOFING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Surface preparation, supply, and installation of reinforced, hot, fluid-applied, rubberized-asphalt waterproofing system, including primers and flashings, protection course materials, drainage boards, filter fabric, and insulation.

B. Related Sections:
   1. Section 07 60 00 - Flashing and Sheet Metal
   2. Section 07 95 10 - Sealants

1.2 REFERENCES

A. Definitions:
   1. ASTM D1079 for standard terminology.

B. Reference Standards: Standards latest edition of date of Specification.
   1. American Concrete Institute (ACI):
      a. 301: Specifications for Structural Concrete.
   2. ASTM International:
      a. C578: Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
      b. D41/D41M: Standard Specification for Asphalt Primer Used in Roofing, Damproofing, and Waterproofing.
      c. D92: Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester.
      d. D412: Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension.
      e. D624: Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
      f. D1079: Standard Terminology Relating to Roofing and Waterproofing.
      g. D1621: Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
      h. D2137: Standard Test Methods for Rubber Property - Brittleness Point of Flexible Polymers and Coated Fabrics.
      i. D4258: Standard Practice for Surface Cleaning Concrete for Coatings.
      j. D4259: Standard Practice for Abrading Concrete.
      k. D4263: Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
      l. D4491: Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
      m. D4632: Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
      n. D4716: Test Method for determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head.
      o. D4751: Standard Test Method for Determining Apparent Opening Size of a Geotextile.
      p. D4833: Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.

q. D5295: Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems.
r. D5957: Standard Guide for Flood Testing Horizontal Waterproofing Installations.
s. E96: Standard Test Methods for Water Vapor Transmission of Materials.

3. Canadian Government Specification Board (CAN/CGSB):
   a. 37.50: Hot-Applied, Rubberized Asphalt for Roofing and Waterproofing (withdrawn January 2005).
4. International Concrete Repair Institute (ICRI):
   a. 310.2: Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

1.3 SUBMITTALS

A. Product Data: Waterproofing manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and application instructions. Include VOC content of components.

B. Shop Drawings: Plans showing locations and the extent of waterproofing specific details for this project. Submit plans and details to waterproofing manufacturer for review and approval prior to submitting to Architect.

C. Samples:
   1. Hot, fluid-applied, rubberized-asphalt, three cured samples
   2. Reinforcing sheet, three 8" x 10" pieces
   3. Neoprene flashing sheet, three 8" x 10" pieces
   4. Protection layer, three 8" x 10" pieces

D. Product Test Reports: From qualified independent testing agency indicating and interpreting test results of waterproofing for compliance with requirements, based on comprehensive testing of current waterproofing formulations.

E. Field Quality Control: Reports for site visits of waterproofing manufacturer's representative.

F. Waterproofing Installer Qualifications:
   1. Certification signed by waterproofing manufacturer, certifying that Installer complies with manufacturer's requirements to install specified, warranted, waterproofing system.
   2. Evidence that Installer's existing company has minimum 5 years of continuous experience in similar waterproofing work; list of at least 5 representative, successfully-completed projects of similar scope and size.

G. Sample Warranties: Copies of waterproofing manufacturer's warranty, Waterproofing Installer's warranty, and Contractor's warranty, all stating obligations, remedies, limitations, and exclusions. Submitted with Bid.

H. Prior to installation of waterproofing system, letter from waterproofing manufacturer stating approval of use of waterproofing system on Project and eligibility for manufacturer's warranty, based on review of:
   1. Manufacturer's Project Registration Form, with information filled out completely and accurately, including deviations from Specification.
   2. Complete set of drawings of waterproofing system installation showing substrate limits, outline, dimensions, transitions, and types and locations of penetrations.
   3. Atypical or special condition details which are to be used.

I. Following completion of Work,
   1. Waterproofing manufacturer's warranty inspection reports.
   2. Completed joint and several warranty from waterproofing manufacturer and Waterproofing Installer.
   3. Completed warranty from Waterproofing Installer.
   4. Completed warranty from Contractor.

1.4 QUALITY ASSURANCE

A. Waterproofing Installer Qualifications: Experienced firm that has successfully completed waterproofing work similar in material, design, and extent to that indicated for Project; that is approved, authorized, or licensed by waterproofing manufacturer to install waterproofing; and that is eligible to receive waterproofing manufacturer's warranty. Must have successful installations of specified materials in local area in use for minimum of 5 years.
   1. Employ foreman trained by waterproofing manufacturer and with minimum 5 years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during Work. Do not change foremen during course of Project except for reasons beyond control of Installer; inform Architect/Engineer in advance of any changes.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials and structure.

B. Deliver materials to Site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.

C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.

D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by waterproofing manufacturer. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is not considered adequate weather protection.

E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

F. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.

G. Remove and replace materials that cannot be applied within stated shelf life.

1.6 PROJECT CONDITIONS

A. Protect existing waterproofing at areas adjacent to work areas from damage from construction activities. Repair damage to existing waterproofing from construction activities that result in leakage.

B. Ensure that drains are operational at end of each workday or if precipitation is forecast.

C. Environmental Limitations: Apply waterproofing when existing and forecast weather conditions permit waterproofing to be installed according to waterproofing manufacturer's written instructions and warranty requirements.
   1. Apply when substrate and ambient temperatures are above 0 degrees F, or within range recommended by waterproofing manufacturer.
   2. Do not apply to damp or wet substrate.

D. Handle and install materials in strict accordance with safety requirements required by waterproofing manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations. Maintain Material Safety Data Sheets with materials in storage area and available for ready reference on Site.

E. Maintain adequate ventilation during application and curing of waterproofing materials.
   1. Locate kettles away from flammable materials and mechanical air intake systems. Observe fire, safety, and pollution regulations of governing authorities.
   2. Adhesives contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near open fire. Do not use in confined areas without adequate ventilation. Consult container and packaging labels and Material Data Safety Sheets for specific safety information.

1.7 WARRANTY

A. Joint and Several Warranty from Manufacturer and Waterproofing Installer:
   1. Written warranty signed by waterproofing manufacturer and Waterproofing Installer, including:
      a. Repair or replace waterproofing or sheet flashings that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted waterproofing manufacturer's data as inherent quality of material for application indicated.
      b. Removal and reinstallation of protection board, drainage panels, insulation, pedestals, and pavers. Warranty includes replacing materials as necessary.
      c. Replacement of pavers that dish, warp, crack, split, or disintegrate in freeze-thaw conditions.
      d. Warranty does not include removal or reinstallation of plantings, soil overburden or backfill, concrete or asphalt topping, or paver systems.
   2. Warranty Period: 10 years after Substantial Completion date.

B. Waterproofing Installer's Warranty:
   1. Written warranty signed by Waterproofing Installer and Contractor, including:
      a. Repair or replace waterproofing or sheet flashings that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted waterproofing manufacturer's data as inherent quality of material for application indicated.
      b. Removal and reinstallation of protection board, drainage panels, insulation, and concrete topping. Warranty includes replacing materials as necessary.
      c. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective work.
      d. Make immediate emergency repairs within 48 hours of notice of leakage.

e. Warranty does not include removal or reinstallation of plantings, soil overburden, or backfill in planters; or concrete or asphalt toppings.

2. Warranty Period: 10 years after Substantial Completion date; 2 years for removal and replacement of overburden.

C. Contractor Warranty:
1. Written warranty signed by Contractor, including:
a. Removal and reinstallation of plantings, soil overburden, and backfill in planters; and concrete toppings. Provide new materials to replace materials that are not suitable for reuse, in opinion of Architect/Engineer.
b. Repair or replacement, to satisfaction of Owner, other work or items which may have been displaced or damaged as consequence of defective work.
c. Make immediate emergency repairs within 48 hours of notice of leakage.
2. Warranty Period: 2 years after Substantial Completion date.

PART 2 PRODUCTS

2.1 HOT, FLUID-APPLIED, RUBBERIZED ASPHALT

A. Source Limitations: Obtain materials through 1 source from single waterproofing manufacturer, or from sources approved by waterproofing manufacturer.

B. General: single-component, 100-percent-solids, hot, fluid-applied, rubberized asphalt; with following properties measured per applicable test methods in CAN/CGSB-37.50 (withdrawn January 2005) or as otherwise noted.
1. Flash Point: ASTM D92 - 500 degrees F.
2. Penetration, 0.1 mm (0.004 inches): 110 mm (4.3 inches) maximum at 25 degrees C (77 degrees F) and 200 mm (7.9 inches) maximum at 50 degrees C (122 degrees F).
3. Flow: 3 mm (0.1 inches) maximum at 60 degrees C (140 degrees F).
4. Toughness: 5.5 Joules (4.1 foot-pounds) minimum.
5. Ratio of Toughness to Peak Load: 0.040 minimum.
6. Adhesion Rating: Pass.
7. Water Vapor Permeability: ASTM E96, Procedure E - 1.7 ng/Pa x second x sq. m (2.4 x 10-12 pounds/ (pounds per square inch) x second x square foot) maximum.
8. Water Absorption: 0.35 g (0.8 pounds) maximum mass gain or 0.18 g (0.4 pounds) maximum mass loss.
9. Low Temperature Flexibility: No cracking, delamination, or adhesion loss.
10. Crack Bridging Capability: No cracking, splitting, or adhesion loss.
11. Heat Stability: Comply with requirements for penetration, flow, low temperature flexibility, and viscosity when heated for 5 hours at waterproofing manufacturer’s recommended application temperature.
12. Viscosity Test: 2 to 15 seconds.

C. Use one of following products or approved equal:
1. Monolithic Membrane 6125 manufactured by American Hydrotech, Inc.
2. Ram-Tough 250 manufactured by Barrett Company.
3. CCW 500 Hot Rubberized-Asphalt by Carlisle.

2.2 AUXILIARY MATERIALS

A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with hot, fluid-applied, rubberized asphalt.
   1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.

B. Primer: ASTM D41/D41M, asphaltic primer.

C. Elastomeric Flashing Sheet: 50 mil minimum, non-staining, uncured sheet neoprene.
   1. Properties.
      a. Tensile Strength: ASTM D412, Die C - 1400 pounds per square inch minimum.
      b. Elongation: ASTM D412 - 300 percent minimum.
      c. Tear Resistance: ASTM D 624, Die C - 125 pounds per square inch minimum.
      d. Brittleness: ASTM D2137 - does not break at minus 30 degrees F.
   2. Splicing Cement (used to bond elastomeric flashing sheets together): As recommended by waterproofing manufacturer for type of elastomeric flashing sheet.
   3. Lap Sealant (used to seal edges of elastomeric flashing sheet splices): As recommended by waterproofing manufacturer for type of elastomeric flashing sheet.
   4. Bonding Adhesive (used to bond elastomeric flashing sheets to an approved substrate: As recommended by waterproofing manufacturer for type of flashing sheet.

D. Reinforcing Fabric: Waterproofing manufacturer's recommended spun-bonded polyester fabric.

E. Protection (Cap) Sheet: Flexible base sheet comprised of fiberglass-reinforced, smooth surfaced, SBS-modified bitumen.

F. Sealants and Accessories: Waterproofing membrane manufacturer's recommended sealants and accessories.

2.3 PROTECTION COURSE

A. Semi-rigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between 2 asphalt-saturated fibrous liners.
   1. Nominal Thickness:
      a. For horizontal applications: 1/4 inch.
      b. For vertical applications: 1/8 inch.
   2. Protection Course Adhesive: As recommended by waterproofing manufacturer for type of protection course.

2.4 FILTER FABRIC

A. Non-woven Geotextile: Non-woven needle-punched geotextile, manufactured for subsurface drainage, made from polyolefin or polyester.
   1. Grab Strength: ASTM D4632 - 82 pounds minimum.
   2. Puncture Strength: ASTM D4833 - 45 pounds minimum.
   3. Elongation: ASTM D4632 - 50 percent minimum.
   4. Permittivity: ASTM D4491 - 0.5 per second minimum.
   5. Water Flow Rate: ASTM D4491 - 140 gallons per minute per square foot minimum.
   6. Apparent Opening Size: ASTM D4751 - No. 70 sieve minimum.

2.5 INSULATION

A. Board Insulation: ASTM C578; square-edged, extruded-polystyrene, board insulation.
   1. Type VI, 1.8-pounds-per-cubic-foot minimum density and 100-pounds-per-square-inch minimum compressive strength.

2.6 ACCESSORIES

A. Termination Bars: A666, Type 304 stainless-steel or aluminum; approximately 1-inch wide by 3/16 inch thick; with predrilled holes at 8 inches on center.

B. Fasteners:
   1. For concrete and masonry substrates:
      a. Made of corrosion-resistant materials.
      b. Mushroom-head anchors; 1/4-inch diameter, 1-1/4-inch embedment minimum.
      c. Use stainless steel Zamac Nailin fasteners manufactured by Power Fastening, Inc., or equal.
   2. For sheet metal substrates:
      a. Made of corrosion-resistant materials or coated for corrosion resistance.
      b. Minimum No. 8-18 by 1-1/4-inch long, self-drilling.
      c. Use TEK 2 Self-Drilling Fasteners manufactured by ITW Buildex; Dril-Flex screws manufactured by Elco Industries, Inc.; or equal.
   3. For wood substrate:
      a. Nails: Corrosion-resistant steel; sufficient length to provide 1-1/2-inch minimum embedment into wood substrate.
      b. Washers: 1 inch diameter minimum; same corrosion-resistant material as nails.

C. Draw bands: Stainless steel draw band as recommended by waterproofing manufacturer to terminate around round pipes.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions with Waterproofing Installer and waterproofing manufacturer's representative for compliance with requirements and other conditions affecting installation or performance of waterproofing.
   1. Ensure that work done by other trades is complete and ready for waterproofing Work.
   2. Verify that areas and conditions under which waterproofing Work is to be performed permit proper and timely completion of Work.
   3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance waterproofing and recommend corrections.
   4. Do not proceed with waterproofing Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
   5. Commencing waterproofing Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

A. Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.

B. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

C. Protect paving and sidewalk, and adjacent building areas from mechanical damage due to scaffolding and other equipment.

D. Limit access to Work areas.

E. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.

F. Comply with waterproofing manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.

G. Cover adjacent surfaces with materials that are proven to resist waterproofing materials.

H. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 SURFACE PREPARATION

A. Remove existing waterproofing and other materials to expose substrate.
   1. Remove only as much of existing waterproofing as can be prepared and new waterproofing installed in 1 workday, unless provisions are implemented to maintain water tightness in interim.
   2. Provide temporary protection as needed if water tightness is compromised.
   3. Do not begin removal of existing waterproofing when weather conditions are not conducive to maintaining water tightness or for application of new waterproofing.

B. Clean and prepare concrete substrate according to waterproofing manufacturer's written instructions and recommendations in ASTM D5295. Provide clean, dust-free, and dry substrate for waterproofing application.
   1. Verify that concrete has cured and aged for minimum time period recommended by waterproofing manufacturer.
   2. Verify that concrete substrate is sound, clean, dust- free, and acceptably dry and free of moisture.
      a. Test for moisture on new concrete decks by pouring 1 pint of hot, fluid-applied, rubberized asphalt on deck at start of each day's work and at start of each work area or plane. Do not proceed with waterproofing work if test sample foams or can be easily and cleanly stripped after cooling.
      b. If necessary, test for moisture vapor emission by plastic sheet method according to ASTM D4263.
      c. Provide a written note to A/E indicating that the concrete substrate has been inspected and tested, and determined to be acceptable for application of waterproofing membrane.
   3. Remove concrete fins and projections and other irregularities which would prevent monolithic, continuous application of waterproofing.
   4. Properly patch substrate defects (such as voids, form tie holes, honeycombing, and cracks) with latex-modified concrete or another material acceptable to waterproofing manufacturer and Architect/Engineer.
   5. Remove grease, oil, asphalt solids, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.

6. Shotblast or scarify concrete to provide clean surface, free of laitance, dirt, and other loose or foreign material.
7. Uniformly clean concrete surfaces by abrasive blast, according to ASTM D4259, to expose top surface of fine aggregate and provide sound surface, free of laitance, dirt, and other loose or foreign material. Use self-contained, recirculating, blast-cleaning apparatus. Remove remaining loose material and clean surfaces according to ASTM D4258. Produce surface texture equal to CSP 3 or 4 from ICRI 310.2.
8. Thoroughly sweep substrate and clean with oil-free compressed air.

C. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.

D. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.

E. Waterproofing Installer and waterproofing manufacturer's representative shall examine substrate to ensure that it is properly prepared and ready to receive waterproofing. Waterproofing manufacturer's representative shall report in writing to Waterproofing Installer and Architect/Engineer conditions which will adversely affect waterproofing system installation or performance. Do not proceed with waterproofing installation until these conditions have been corrected and reviewed by Architect/Engineer.

F. Proceed with installation only after unsatisfactory conditions have been corrected. Commencing installation constitutes acceptance of Work surfaces and conditions.

3.4 PRIMER APPLICATION

A. Apply primer only when weather conditions are conducive to installation of new waterproofing. Do not apply in environmental conditions exceeding recommendations of waterproofing manufacturer.

B. Apply primer to substrate using hand-held sprayer or short-nap roller, evenly at a rate of 300 to 600 square feet per gallon, depending on surface texture. Primer should "tan" concrete surface, not blacken it.

C. Allow sufficient time for primer to thoroughly dry prior to waterproofing application. Waterproofing will not bond to primer which has not dried.

D. Do not spray primer onto previously-installed waterproofing.

3.5 WATERPROOFING PREPARATION

A. Heat waterproofing material in double-jacketed, oil-bath melter with mechanical agitation, specifically designed for heating of hot, fluid-applied, rubberized-asphalt waterproofing materials.

B. Heat material until it can be drawn free-flowing at a temperature range between 350 degrees F and 425 degrees F.

3.6 FLASHING INSTALLATION

A. Prepare and treat substrates to receive waterproofing, including cracks, joints, deck drains, corners, and penetrations according to waterproofing manufacturer's written instructions.

B. Begin flashing installation only when weather conditions are conducive to installation of materials. Do not apply in environmental conditions exceeding recommendations of waterproofing manufacturer.

C. Non-moving cracks and joints:
   1. Rout and install sealant in joints and cracks in substrate. Remove dust and dirt from surface with blast of oil-free compressed air in general accordance with ASTM D4258.
   2. Cracks over 1/16 inch wide: Adhere 6-inch-wide strip of elastomeric uncured neoprene flashing sheet to substrate in 125-mil-thick layer of hot, fluid-applied, rubberized asphalt, centered along crack. Use longest pieces of fabric which are practical based on Site conditions. Cover with waterproofing material.
   3. Construction and Control Joints: Adhere 6-inch-wide strip of elastomeric uncured neoprene flashing sheet to substrate in 125-mil-thick layer of hot, fluid-applied, rubberized asphalt, centered along joint. Use longest pieces of fabric which are practical based on Site conditions. Cover with waterproofing material.
   4. Deck-to-Wall Transitions: Center 6-inch-wide strip of elastomeric flashing sheet along transition; adhere to horizontal surface in 125-mil-thick layer of hot, fluid-applied, rubberized asphalt; and adhere to vertical surface with bonding adhesive. Use longest pieces of fabric which are practical based on Site conditions. Cover with waterproofing material.

D. Expansion Joints and Discontinuous Deck-to-Wall and Deck-to-Deck Joints (joint with possible movement): See Drawings for applicable detail or review specific conditions on-site with Architect/Engineer when as-built conditions are exposed on-site.

E. Bonding Adhesive:
   1. Thoroughly mix bonding adhesive before using and frequently while in use.
   2. Apply bonding adhesive evenly, without globs or puddles, with a 9-inch-wide, short-nap, paint roller to both flashing and substrate at rate covering approximately 60 square feet per gallon for both surfaces. Do not apply bonding adhesive to lap area.
   3. Allow bonding adhesive to dry until it is tacky, but will not slide when pushed with finger or string up from dry finger touch.
   4. Roll coated flashing into coated substrate, avoiding wrinkles.
   5. Roll bonded flashing immediately after placing sheet into adhesive with metal roller to ensure maximum contact.
   6. Install adjoining sheets in same manner, overlapping previous sheet a minimum of 3 inches.

F. Lap Splices:
   1. Fold top sheet of lap back about 12 inches. Remove dirt by wiping both matting surfaces with clean rag. Completely clean splice of dust or other contaminants. Finished surface shall be solid black with no streaks.
   2. Thoroughly mix splicing cement before using and frequently while in use.
   3. Apply splicing cement using 3-to-4-inch-wide, 1/2-inch-thick paint brush in smooth, even coat without globs or puddles. Apply at rate of approximately 240 linear feet per gallon for

a 3-inch-wide seam for both sides. Coat both sides of splice at same time to achieve uniform drying time.
4. Check splicing cement for proper drying. Splicing cement should not slide when pushed with finger or string up from dry finger touch.
5. When splice cement is properly dried, roll splice in and smooth it into place with hand pressure, being careful not to stretch or wrinkle flashing.
6. After assembly, immediately roll perpendicular to seam edge.
7. Apply lap sealant to seam edges in not less than 2 hours or more than next workday.

G. Drains: Adhere elastomeric flashing sheet, centered over drain bowl, to substrate in 125-mil-thick layer of hot, fluid-applied, rubberized asphalt.
1. Extend flashing at least 6 inches beyond drain bowl flange onto deck.
2. If substrate has been cut out and patched to install drain, extend flashing at least 6 inches beyond patch cold joints.
3. Install clamping ring on drain bowl, making sure that bolts are properly tightened.
4. Cut out center of flashing in drain bowl.

H. Penetrations at Pipes, Supports, and Vents: Properly secure penetrations to substrate and flash.
1. Seal flashing directly to penetration. Do not terminate flashing at intermediate element, such as metal flashing, insulation, or surface treatment, which could fail and admit moisture beneath waterproofing.
2. Enclose flexible penetrations in stable "goose neck" set in waterproofing and secured to substrate. Use field-fabricated pipe seal to flash "goose neck."
3. Hot pipes: Performance of waterproofing assembly is jeopardized by temperatures greater than 180 degrees F. In such cases, flash to intermediate "cool" sleeve in accordance with a detail acceptable to waterproofing manufacturer.

I. Exposed Flashings at Curbs and Parapet Walls: Install exposed flashing sheets at locations indicated; waterproofing itself is not intended to be left exposed.
1. Install modified-bituminous flashing sheet and adhere to substrate in 125-mil-thick layer of hot, fluid-applied, rubberized asphalt.
2. Extend flashing sheet up walls or parapets at least 8 inches above plaza deck pavers and 6 inches onto deck to be waterproofed.
3. Install termination bars and mechanically fasten top of flashing sheet to substrate at terminations and perimeter of waterproofing.

3.7 WATERPROOFING APPLICATION

A. Apply rubberized asphalt according to waterproofing manufacturer’s written instructions.
1. Begin waterproofing installation only when weather conditions are conducive to installation of materials. Do not apply in environmental conditions exceeding recommendations of waterproofing manufacturer.
2. Install components of waterproofing system in sequence and in such quantities that entire waterproofing system in Work area is completed by end of day.

B. Start application with waterproofing manufacturer’s representative present.

C. Apply surface conditioner and prepare waterproofing as described above.

D. Reinforced Waterproofing: Apply waterproofing to substrates and adjoining surfaces indicated.
1. Spread hot, fluid-applied, rubberized-asphalt to a thickness of 90 mils.

2. Embed reinforcing fabric, overlapping sheets 2 inches.
3. Spread another 125-mil-thick layer to provide a uniform, reinforced, seamless waterproofing 215 mils thick.

E. Apply waterproofing over prepared joints and up wall terminations and vertical surfaces to heights indicated or required by waterproofing manufacturer.

F. Install protection sheet with 1-inch-overlapped joints over waterproofing while waterproofing is still warm, to ensure that good bond is achieved.

G. Cure waterproofing according to waterproofing manufacturer's written recommendations, taking care to prevent contamination and damage during application stages and curing.

H. Do not allow any construction activity on waterproofing until integrity testing is complete and protection course has been installed.

I. Provide water cut-offs where and when danger of moisture getting under new waterproofing exists. Install water cut-offs at end of each workday and completely remove prior to beginning new waterproofing installation Work on next workday. Use materials and methods in accordance with waterproofing manufacturer's written instructions.

J. Before installing protection course, perform integrity testing of 100% of waterproofing and repair any defects.

3.8 INSTALLATION OF PROTECTION COURSE, INSULATION, AND FILTER FABRIC

A. Install protection course with ends butted tightly together, before starting subsequent construction activities.

B. Install filter fabric in accordance with waterproofing manufacturer's written instructions.
1. Overlap edges at least 12 inches.
2. Install filter fabric so that no joints will exist between sheets parallel to and within 6 feet of perimeter.
3. Extend filter fabric to 3 inches above insulation at perimeter and penetrations.
4. Install filter fabric at other locations shown on Drawings.

3.9 FIELD QUALITY CONTROL

A. Site Visits by Waterproofing Manufacturer's Representative: Waterproofing manufacturer's representative shall visit Site at following times.
1. At beginning of waterproofing installation to establish standard of quality to be used for remainder of waterproofing Work.
2. Periodically during Work at critical times and as required to meet provisions of waterproofing manufacturer's warranty.
3. Submit written report with observations, field decisions, and request for design changes to Architect/Engineer for each Site visit.
4. Coordinate Site visits with Architect/Engineer.

B. High Voltage Membrane Integrity Testing: Perform high voltage membrane integrity testing of all horizontal and vertical membrane areas, after completing waterproofing but before overlying construction is placed.

1. All defects to be marked onto the membrane and repaired by the Contractor. The areas marked and repaired are to be tested again until defect is repaired.

C. Notify Architect/Engineer 48 hours in advance of testing. Architect/Engineer will observe integrity testing.

3.10 CLEANING

A. At end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.

B. After completing waterproofing Work:
1. Clean spillage and soiling from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected surface. Exercise care to avoid scratching or damage to surfaces.
2. Repair surfaces stained, marred, or otherwise damaged during waterproofing Work.
3. Clean up debris and surplus materials and remove from Site.

C. Waste Management:
1. Collect surplus waterproofing materials that cannot be reused and deliver to recycling or disposal facility.
2. Treat materials that cannot be reused as hazardous waste and dispose of in appropriate manner.

3.11 PROTECTION

A. Protect waterproofing from damage and wear during remainder of construction period.
1. Do not permit foot or vehicular traffic on unprotected waterproofing.
2. Do not allow waste products (petroleum, grease, oil, solvents, vegetable oil, mineral oil, animal fat, etc.) to come into contact with waterproofing. Exposure to foreign materials or chemical discharges must be presented to waterproofing manufacturer for evaluation to determine impact on waterproofing performance.

B. Over service life, do not expose waterproofing or accessories to constant temperature in excess of 180 degrees F (i.e., hot pipes and vents, direct steam venting, etc.).

INSTALLER'S WARRANTY

WHEREAS **<Insert name>** of **<Insert address>**, herein called ***Waterproofing Installer***, has performed waterproofing and associated work, designated ***Work***, on following project:

Owner: **<Insert name of Owner.>**
Address: **<Insert address.>**
Building Name/Type: **<Insert information.>**
Address: **<Insert address.>**
Area of Work: **<Insert information.>**
Acceptance Date: **<Insert date.>**
Warranty Period: 10 years.
Expiration Date: **<Insert date.>**

AND WHEREAS Waterproofing Installer has contracted, either directly with Owner or indirectly as subcontractor, to warrant said Work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Waterproofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period it will, at its own cost and expense, make or cause to be made such repairs to or replacement of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight condition, and warrants against following.

1. Components of waterproofing system that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted waterproofing manufacturer's data as inherent quality of material for application indicated, regardless of whether Work was previously accepted by Owner.

Warranty is made subject to following terms and conditions:

1. Specifically excluded from Warranty is damage to Work due to unusual abuse or neglect. When Work has been damaged by unusual abuse or neglect, Warranty shall be null and void until such damage has been repaired by Waterproofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
2. Waterproofing Installer is responsible for damage to Work covered by Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of Work.
3. Owner will promptly notify Waterproofing Installer of observed, known, or suspected leaks, defects, or deterioration and will afford reasonable opportunity for Waterproofing Installer to inspect Work and to examine evidence of such leaks, defects, or deterioration. Waterproofing Installer shall inspect leak, defect, or deterioration within 7 days of notification.
4. If permanent repair or replacement of warranted condition cannot be made immediately, due to weather conditions, availability of appropriate labor or materials, building occupancy, etc., Waterproofing Installer must make, or cause to be made, immediate temporary repairs to prevent any further damage, deterioration, or unsafe conditions. Permanent repair or replacement of warranted condition shall be scheduled as soon thereafter as practical, and with Owner's consent and approval.
5. If Owner notifies Waterproofing Installer of warranted condition that requires immediate attention to prevent potential injury or damage, and Waterproofing Installer cannot or does not promptly inspect and repair same, either permanently or temporarily, then Owner may make, or cause to be made, such temporary repairs as may be essential and Waterproofing Installer will reimburse Owner for cost of such repairs. Such action will not relieve Waterproofing Installer of its obligation to perform any necessary permanent repairs, and Warranty shall remain in full force and effect for remaining portion of its original term.

6. Waterproofing Installer shall provide equipment, labor, and material required to remedy warranted conditions, including repair or replacement of damage to other work resulting there from, and removal and replacement of other work required to access warranted condition. Additional required work will be at Waterproofing Installer's sole expense for full term of Warranty. Warranty includes removal and replacement of protection board, drainage panels, and insulation.
7. Warranty is recognized to be only Warranty of Waterproofing Installer on said Work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, Warranty shall not operate to relieve Waterproofing Installer of responsibility for performance of original Work according to requirements of Contract Documents, regardless of whether Contract was directly with Owner or with Owner's General Contractor.

IN WITNESS THEREOF, and intending to be legally bound hereby, Waterproofing Installer has caused this document to be executed by undersigned, duly-authorized officer.

_____ Corporate Seal:
(Waterproofing Installer)

By: _____
(Signature)

_____
(Name)

_____
(Date)

[_____ **Corporate Seal:**
(Contractor)

By: _____
(Signature)

_____
(Name)

_____
(Date)]

Subscribed and sworn to before me this ____day of _____, 20__

_____
Notary Public
My commission expires _____

END OF SECTION

SECTION 07 60 00

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, tools and equipment and perform all work necessary for and incidental to providing flashing and sheet metal as shown on the Drawings and specified herein; in accordance with the provisions of the Contract Requirements - Division 0, General Requirements - Division 1 and completely coordinated with the Work of all other trades.

B. Work included but not limited to:
   1. Flashing
   2. Miscellaneous accessories.

C. Related work specified elsewhere:
   1. Section 07 14 13 - Hot Fluid-Applied Rubberized Asphalt Waterproofing
   2. Section 07 95 10 - Sealants

1.2 REFERENCES

A. Reference Standards: Latest edition as of Specification date.
   1. ASTM International
      a. A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
      b. B 32 - Standard Specification for Solder Metal.
      c. B370: Standard Specification for Copper Sheet and Strip for Building Construction.
      d. B601: Classification for Temper Designations for Copper and Copper Alloys-Wrought and Cast.
      e. C 920 - Standard Specification for Elastomeric Joint Sealants.
      f. C 1311 - Standard Specification for Solvent Release Sealants.
      g. D 4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.

1.3 QUALITY ASSURANCE

A. Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

B. Contractor's Qualifications: Have installations of the specified materials in the local area for a minimum period of five years. Foreman, who is fluent in English, to be on site at all times during the Work.

C. Standards: Except as modified by the Drawings and Specifications, the following documents, or applicable portions thereof, govern the work.
   1. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) “Architectural Sheet Metal Manual” - Latest Edition.

D. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation
   1. Provide full size, mock-up showing profile, typical splice, inside and outside corner configurations (where applicable), and end dams or terminations of the following:
      a. Flashings under copings.
      b. Other flashing/flange assemblies associated with waterproofing replacement
   2. If Architect/Engineer or Owner's Representative determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
   3. Approved mockups will be standard for judging completed Work.
   4. Approved mockup may become part of completed Work.

1.4 WORK SEQUENCE

A. Conduct all work under temperature and climatic conditions as recommended by standard practice and manufacturer's recommendations.

B. Do not install new sheet metal when precipitation is imminent.

C. Installation of new sheet metal and flashing shall be coordinated with the Work of all other trades.

1.5 SUBMITTALS

A. Submit the following in accordance with Section 01 30 00:
   1. Manufacturer's Literature: Materials description and installation instructions for manufactured items.
   2. Shop Drawings: Details of fabrication, installation, anchorage, splices and interface of the work of this Section and the work of adjacent trades.

B. Required prior to the commencement of work:
   1. Detailed shop drawings or approved full-sized mockups of all new sheet metal.

C. Installer Qualifications: Submit evidence that Installer's company has minimum of 5-years continuous experience in fabrication and installation of architectural sheet metal. Submit list of at least three completed projects of similar scope and size.

1.6 PRODUCT DELIVERY, HANDLING, AND STORAGE

A. All materials shall be delivered to the job site in manufacturer's sealed packaging and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the premises.

B. Verify existing dimensions and details prior to installation of materials. Notify Architect/Engineer of conditions found to be different than those indicated in Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer of changes.

C. Environmental Limitations: Apply sheet metal members when existing and forecast weather conditions permit sealants, coatings, and miscellaneous materials to be installed according to sealant, coating, or miscellaneous material manufacturer's written instructions and warranty requirements.

D. Install materials in strict accordance with safety requirements required by waterproofing manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations.

1.7 ARCHITECT'S OBSERVATIONS

A. All flashing repairs are to be observed by the Architect/Engineer prior to installing materials and/or systems (e.g., storefront framing and glass, which will conceal the flashing repairs from view). Contractor is to notify Architect a minimum of 3 days in advance to schedule site visit.

1.8 WARRANTY

A. Contractor's warranty:
   1. By the sheet metal contractor
   2. Time Period: Two years after the date of completion and acceptance by the Owner
   3. Terms: All materials, labor, tools and equipment necessary for repair, restoration, or replacement of all new work damaged as a result of:
      a. Defects, imperfections, or faults in:
         1) Materials
         2) Workmanship
      b. Contractors correcting defects, imperfections, or faults in materials and/or workmanship.
   4. Corrections of defects, imperfections, and faults shall not relieve the Contractor from his responsibility for additional corrective work during the remaining time period.

PART 2 PRODUCTS

2.1 MATERIALS

A. Sheet Metal Stock:
   1. Stainless steel for through-wall flashings: 28 gage stainless steel made from Type 304 stainless. Conform to ASTM A167. Finish is to be Mill Rolled No. 2D.
   2. Copper for weep tube pipe flanges shall be 16 oz. copper sheet metal, with fully soldered joints.

B. Solder: ASTM B32, Alloy composition as required for metals to be soldered (copper, bronze, and stainless steel).

C. Flux: Type as required for use with metals to be soldered. Neutralize flux after soldering.

D. Membrane Flashing: 60 mil uncured neoprene or EPDM as supplied by waterproofing membrane manufacturer. Use adhesives, primers, mastics, and lap sealant as required by manufacturer.

E. Liquid Flashing: Soprema ALSAN RS PMMA liquid resin flashing or approved equal.

F. Sealant
   1. Exposed Metal Flashing Laps/Joints: one part silicone sealant, Refer to Section 07 95 10 Sealants.
   2. Concealed Metal to Metal Laps: Non-skinning butyl sealant Refer to Section 07 95 10 Joint Sealants

G. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

H. Miscellaneous Materials
   1. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items required for installation.
   2. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads. Size fasteners to provide penetration into substrate of at least 1 1/4 inches for nails and 3/4 inches for wood screws.
      a. Use stainless-steel fasteners, except that aluminum fasteners may be used with aluminum sheet metal, and copper or hardware bronze fasteners may be used with copper sheet metal.
      b. Exposed Fasteners: Heads shall match color of sheet metal by means of plastic caps or factory-applied coating.
      c. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
         1) Blind Fasteners: High-strength aluminum or stainless-steel rivets.
   3. Sealing Tape: Pressure-sensitive, 100-percent solids, polyisobutylene-compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, non-staining tape.

2.2 FABRICATION

A. Form and fabricate the sheet metal in the shop into the shapes and sizes as shown on the Drawings or following mock-up approval. Clean surfaces after fabrication to remove contaminants that could lead to surface corrosion or poor bond of membrane flashing or solder.

B. Fabricate items with the minimum number of joints, using concealed fasteners wherever possible. Lap or lock joints but do not rivet or otherwise restrict relative movement of sections unless shown on Drawings.

C. All corners are to be fully soldered to form a single watertight section. Roughen edges of metal with emery cloth prior to soldering. Perform soldering by thoroughly heating the seam and sweating the solder through the full width of the joint. Test each fabricated collar after fabrication to verify water tightness. Neutralize and clean soldered connection after soldering.

D. Field document the required configuration and measurements of all new flashings prior to fabrication.

E. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.

F. Expansion Provisions: Use lapped or bayonet-type expansion provisions where possible; otherwise, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal, and in thickness not less than that of metal being secured.

2.3 FASTENERS

A. Non-corrosive metal, compatible with material being fastened or anchored.

B. Metal to Concrete and Masonry:
   1. Screw fasteners 1/4 inch by 1-3/4 inches long with neoprene head washers for predrilled holes, as manufactured by ITW Buildex, Itasca, IL.
   2. All fasteners to have a 1 inch minimum embedment in the concrete substrate and 1-1/4 inch minimum embedment into masonry substrate.

C. Metal to Wood (Blocking): No 8, stainless steel screws with neoprene washers. Lengths for minimum 1 3/4-inch embedment in wood substrate.

D. Metal (concealed) to Wood: No. 8 stainless steel screws with lengths that provide a minimum embedment of 1 3/4- inch.

E. Metal to Metal fasteners, No. 3 point, 10 – 16 x 3/4 inches (minimum length) having a corrosion resistant coating and with an neoprene or EPDM sealing washer. Similar to "Teks" HWH Teks/1 with an EPDM washer.

PART 3 EXECUTION

3.1 PREPARATION OF SUBSTRATE

A. Examine the surface condition of the substrate under which sheet metal is to be installed. Report to the Architect/Engineer and Owner's Representative in writing all conditions that would adversely affect installation of the work. Do not proceed with the new installation until unsatisfactory conditions have been corrected in a manner approved by the Architect/Engineer and Owner's Representative.

B. Clean the substrate of obstructions and substances detrimental to the work.

C. Proceeding with the work shall signify the Contractor's acceptance of the substrate being covered by the new sheet metal installation.

3.2 COORDINATION

A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
   1. With other trades to avoid or minimize work on, or in immediate vicinity of, installation in progress.
   2. With interfacing and adjoining construction to provide leak-proof, secure, and non-corrosive installation.
      a. Coordinate counterflashing installation with base flashing installation.
      b. Coordinate installation of flashing with installation of waterproofing and concrete wearing slab.

3.3 INSTALLATION OF SHEET METAL

A. General:
   1. Install members and components in strict accordance with arrangements shown on the Drawings.
   2. Erect all members plumb, level and in line securely anchored and properly related to other parts of the Work.
   3. Dissimilar Metals: Separate dissimilar metals by bonding membrane to the matching surfaces.

4. Metal Protection: Separate bronze, steel, and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified in “Dissimilar Materials” paragraph in Appendix B in AAMA/NWWDA 101/I.S.2.
5. Install sealant cover over all exposed fasteners.
6. Install fully soldered collars to be water tight.

B. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to width of 1 1/2 inches except where pre-tinned surface would show in finished Work.

C. Flashing:
1. Provide movement joints in flashing no farther than 10 ft. on center.
2. Metal flashing sections are to be installed with a ¼ in. gap covered by a self-adhering flashing. Clean substrate where membrane is to be bonded, with membrane manufacturer's recommended cleaner and primer if necessary. Install membrane flashing with 3 in. minimum laps. Membrane is to be a single piece extending from top edge to bottom of receiver as shown in the Drawings. Install membrane with manufacturer's recommended primer and seal edge with mastic recommended by manufacturer. Membrane is be fully adhered free of "fishmouths" and air bubbles.
3. Install stainless steel splice cover extending 6 in. minimum beyond flashing membrane and sealed with 5 transverse rows of butyl sealant between splice cover and underlying stainless steel flashing sections.
4. Install metal counterflashing in reglet with silicone sealant over top portion.
5. Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

3.4 ADJUST/CLEAN

A. Upon completion, carefully examine all flashing and trim work. Remove all damaged and defective work and replace with new materials.

B. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

C. Remove trash, debris, and equipment from the job site.

D. Repair damage and remove stains caused by the work.

3.5 PROTECTION

A. Protect installed work during remainder of construction period. Ensure that it will be without damage or deterioration (other than normal weathering) at substantial completion.

END OF SECTION

SECTION 07 91 10

EXPANSION JOINT SEALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Surface preparation and installation of expansion joint seals in concrete structures.

1.2 RELATED WORK

A. Section 03 01 34 - Concrete Replacements

B. Section 07 95 10 - Sealants

1.3 SUBMITTALS

A. Product Data: Joint seal manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including material descriptions and dimensions of individual components; and installation instructions and construction details.

B. Template Drawings: Showing typical expansion joint cross-sections indicating dimensions and relationship to adjacent construction.

C. Shop Drawings: For each joint system specified.
   1. Fabrication drawings showing steel retainer rail lengths and stud spacing and attachment.
   2. Placement drawings showing steel retainer rail splice and installation details.

D. Installer Qualifications:
   1. Certificate signed by joint seal manufacturer, certifying that Installer complies with requirements.
   2. Submit evidence that Installer's existing company has minimum of 5 years of continuous experience in application of specified materials. Submit list of at least five completed projects of similar scope and size, including:
      a. Project name.
      b. Owner's name.
      c. Owner's Representative name, address, and telephone number.
      d. Description of work.
      e. Expansion joint seals used.
      f. Project supervisor.
      g. Total cost of expansion joint seal work and total cost of project.
      h. Completion date.

E. Submit in writing joint locations, joint width measurements, date and time of measurements, high and low daily temperatures for week preceding measurements, and recommended joint seal size.

F. Following completion of Work, submit completed joint seal warranty.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by joint seal manufacturer to install joint seal. Must have installations of specified materials in local area in use for minimum of five years.
   1. Employ foreman with minimum of 5 years of experience as foreman on similar projects, to be on site at all times during Work.

B. Mockups: Install first 10 feet of each joint type to demonstrate installation procedures and as standard for Work. Mock-ups shall be installed with and without a primer for evaluation of adhesion.
   1. Architect/Engineer and Owner's Representative will observe installation and completed seal. Notify Architect/Engineer 7 days in advance of mockup installation.
   2. Architect/Engineer and Owner's Representative shall be allowed to perform adhesion testing of the mock-ups for evaluation purposes. Mock-ups and adhesion testing will be used to determine whether or not a primer will be required and confirm the sealant type to be used.
   3. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
   4. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion

C. Pre-installation Meeting:
   1. Conduct meeting at Project site.
   2. Review requirements for expansion joint seal, including:
      a. Construction schedule and availability of materials, Applicator's personnel, equipment, and facilities needed to make progress and avoid delays.
      b. Site use, access, staging, and set-up location limitations.
      c. Surface preparation and substrate condition.
      d. Temporary protection.
      e. Winter application methods and procedures.
      f. Application procedures.
      g. Special details and flashings.
      h. Minimum curing period.
      i. Forecast weather conditions.
      j. Testing and inspection requirements.
      k. Site protection measures.
      l. Governing regulations if applicable.
   3. Contractor's site foreman, expansion joint seal manufacturer's technical representative, expansion joint seal Applicator, Owner's Representative, and Architect/Engineer shall attend.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original packages with seals unbroken, labeled with joint seal manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.

B. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by joint seal manufacturer.

C. Limit stored materials on structures to safe loading of structure at time materials are stored, and to avoid permanent deck deflection.

D. Handle materials to avoid damage.

1.6 PROJECT CONDITIONS

A. Verify existing dimensions and details prior to installation of materials. Notify Architect/Engineer of conditions found to be different than those indicated in Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer of changes.

B. Comply with Owner's limitations and restrictions for site use and accessibility.

C. Environmental Limitations: Install joint seals when existing and forecast weather conditions permit joint seal system to be installed according to joint seal system manufacturer's written instructions and warranty requirements.
   1. Verify joint gap at installation will permit proper functioning of joint seal.

1.7 CHANGES IN WORK

A. During rehabilitation work, existing conditions may be encountered which are not known or are at a variance with drawings and specifications. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials or components that could jeopardize integrity or performance of new joint seals.

B. Notify Architect/Engineer of conditions that may interfere with proper execution of Work or jeopardize integrity of new joint seals prior to proceeding with Work.

1.8 WARRANTY

A. Manufacturer's Warranty
   1. Written warranty, signed by manufacturer, including:
      a. Repair or replace joint seal components that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted joint seal manufacturer's data as inherent quality of material for application indicated.
      b. Materials to perform warranty work.
   2. Warranty Period: Five years from date of Substantial Completion.

B. Contractor's Warranty
   1. Written warranty, signed by Contractor, including:
      a. Repair or replace joint seal components that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted joint seal manufacturer's data as inherent quality of material for application indicated.
      b. Labor and materials to perform warranty work.
   2. Warranty Period: Five years from date of Substantial Completion.

1.9 PAYMENT

A. The Work of this Section shall be performed on a lump sum basis.

PART 2 PRODUCTS

2.1 JOINT SEALS

A. Base Bid

B. Expansion Joint Seal Type 1: To be installed on east side of garage at locations indicated on drawings
   a. WaboCrete Membrane Gen II ME Series, manufactured by BASF/Watson Bowman Acme Corporation.
   b. Or approved equal.

C. Joint Seal Size:
   1. Seal sizes to be determined by Contractor based on joint locations and actual joint widths, and approved by Architect/Engineer.
   2. Measure average, maximum, and minimum joint widths at every joint.
   3. Submit in writing joint locations, joint width measurements, date and time of measurements, high and low daily temperatures for week preceding measurements, and recommended joint seal size to Architect/Engineer for approval. Assume 160-degree thermal change, from -20 to 140 degrees, in sizing seal.

D. Accessories: Primers, bedding materials, bonding agents, lubricants, adhesives, sealants, and other accessories supplied or approved by joint seal manufacturer.

E. Fasteners: Provide stainless steel fasteners for attachment of all related items.

2.2 FABRICATION

A. Prior to fabrication, field measure existing conditions to ensure proper fit.

B. Provide continuous joint seals in longest practical lengths, with minimum number of end joints.
   1. For straight sections, provide continuous lengths.
   2. Fabricate directional changes in shop whenever possible; use mitered and adhered or heat-welded corners.
   3. Fabricate with end closures, transitions, and intersections to provide continuous assembly.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions with Installer and joint seal manufacturer's representative for compliance with requirements and for other conditions affecting performance of joint seal.
   1. Ensure that Work done by other trades is complete and ready to receive joint seal, including concrete construction and patching.
   2. Notify Architect/Engineer in writing of conditions which may adversely affect joint seal installation or performance. Do not proceed with joint seal installation until these conditions have been corrected and reviewed by Architect/Engineer.
   3. Installation of joint seal indicates acceptance of surfaces and conditions.

3.2 SURFACE PREPARATION

A. Prepare substrates according to joint seal manufacturer's written instructions.

B. Provide clean, sound, dry concrete surfaces.
   1. Remove existing joint seals.
   2. Sound concrete and repair unsound concrete along joints to provide solid surface of clean, sound concrete, free of voids and honeycombing. New concrete repair shall match existing joint profile.
   3. Clean concrete surfaces by sandblast, mechanical abrasion or other means recommended by joint seal manufacturer, to remove contaminants including form release agents, laitance, surface dirt and rust, and old sealant. Remove dust and other contaminants with compressed air.
   4. Allow concrete and patching compounds to fully cure prior to joint seal installation.

3.3 INSTALLATION

A. Verify that joint widths are suitable for seal size and movement capability.

B. Install joint seal according to joint seal manufacturer's written instructions.

C. Field splices to be coordinated with and approved by joint seal manufacturer. Heat weld splices at all transitions between different joint seal types in accordance with manufacturer's instructions.

3.4 FIELD QUALITY CONTROL

A. Water Test:
   1. Water test all new expansion joint seals following installation.
   2. Construct water-retention barriers along sides of joints or cascade water over joints.
   3. Pond or cascade water over joint for a period of 4 hours minimum. Observe underside of for leakage and notify engineer and manufacturer's representative of any leakage observed.
   4. Repair leaking portions of joint seal in accordance with manufacturer's instructions and re-test.
   5. Protect building components and finishes from water damage during test.

3.5 CLEANING AND PROTECTION

A. Clean excess primer, adhesive, sealant, and other products from components and adjacent surfaces.

B. Protect joint seals from traffic until materials have cured.

C. Protect joint seals from damage by construction activities.

END OF SECTION

SECTION 07 95 10

SEALANTS

PART 1 GENERAL

1.1 DESCRIPTION

A. This work includes furnishing of all labor, materials, tools and equipment and performing all work necessary for and incidental to the sealing and caulking of joints and cracks, including back-up fillers, as shown in the drawings and specified herein.

1.2 QUALITY ASSURANCE

A. Sealant applicator shall have a minimum of five years of experience in installation of similar caulking and sealants, and jobs of similar size. Submit a list of three completed projects of similar size and scope completed by sealant applicator within the past five years.

B. The Contractor shall meet with the sealant manufacturer's qualified representatives, prior to commencing with the work, to assure that all applications are in conformance with the manufacturer's recommendations. The manufacturer's qualified representatives shall periodically visit the job site during the course of the work to verify the proper installation of the sealant compounds. All such Project Site visits and meetings shall be documented in writing to the Architect/Engineer.

1.3 WARRANTY

A. Provide a single-source warranty against defects in materials and workmanship in crack and joint sealants, for a period of five years from date of installation. The warranty shall provide the Contractor will provide at no expense to the Owner all labor and materials necessary to correct any faults or defects in the work. The following problems shall be specifically covered under the warranty:
   1. Cohesive or adhesive failure of the seal.
   2. Weathering deficiencies resulting in failure of the seal.
   3. Abrasion or tear failure of the seal resulting from normal traffic use.

1.4 SUBMITTALS

A. Submit the following to the Architect/Engineer prior to beginning sealant work:
   1. Manufacturer's Literature: Materials description and installation instructions (including surface preparation) for each compound and filler.
   2. Samples: Samples of each compound and filler.

B. Laboratory Data: Submit results of laboratory adhesion testing for all sealant and substrates per ASTM C 794 “Adhesion-in-Peel of Elastomeric Joint Sealants”.

1.5 PRODUCT DELIVERY, HANDLING AND STORAGE

A. All materials shall be delivered to the job site in manufacturer's sealed packaging and suitably protected from damage and exposure to the elements while stored at the Project Site. Damaged or deteriorated materials shall be removed from the premises.

1.6 JOB CONDITIONS

A. Environmental Conditions: Do not apply if precipitation appears imminent. Do not apply any compound when ambient or surface temperature is less than or equal to 40ºF unless specifically approved by the sealant Manufacturer and Architect/Engineer.

B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to the mixing and handling of the sealant.

1.7 PAYMENT

A. The Work of this Section shall be performed on a lump sum basis.

PART 2 PRODUCTS

2.1 MATERIALS

A. Sealant Type 1 (to be used at all concrete-to-concrete joints): The sealant shall be a two-component polyurethane non-sag sealant of the chemical curing type, containing no asphalt, fillers or plasticizers. The sealant shall be suited with a compatible primer prescribed by the manufacturer. One of the following sealants, or an approved equal, shall be used:
   1. Iso-Flex 881 (non-sag), manufactured by LymTal International, Inc.
   2. SikaFlex NP2 or SL2, manufactured by Sika.

B. Backer Rod: Non Gassing Closed Cell: Soft Backer Rod manufactured by BASF or approved equal, with configuration as shown on Drawings.

C. Joint cleaners, primers and sealers: As recommended by the sealant manufacturer for the specific joint surface and conditions.

D. Bond Breaker: Polyethylene tape.

E. Color samples of all sealant products shall be submitted to Owner and Architect/Engineer for approval.

PART 3 EXECUTION

3.1 PREPARATION

A. Examine all surfaces to receive sealants. All surfaces that are found to be unsuitable for installation of sealants shall be brought to the attention of the Architect/Engineer. Application or installation of the material constitutes acceptance of the surface of the substrate.

B. Select only sealing compounds of manufacturers who agree to have a qualified representative visit the site at the beginning of the joint sealing work and periodically thereafter as necessary to ensure the proper installation of the sealing compounds.

C. Prior to beginning joint sealant work, applicator shall make sample installations in representative types of prepared joints to demonstrate the adequacy of preparation procedures in providing optimum sealant adhesion. Refer to mock-up requirements in Section 3.3 below.

Sample applications shall be approved by the Manufacturer's Representative and Architect/Engineer prior to the start of work.

D. Remove all existing sealants from the areas to be resealed. Care shall be used in the removal of sealants to prevent damage to existing construction to remain.

E. Examine all surfaces to receive the parts of the Work specified herein. All surfaces to receive sealants shall be clean, dry, free of any loose materials including dirt, dust, laitance, rust, oil, frost, and other contaminants.

F. At all times, follow the manufacturer’s recommendations.

G. Clean surfaces and remove all sealant and protective coatings which might fail in adhesion or interfere with bond of compound so that surfaces are free of deleterious substances which might impair the Work. Except as otherwise approved by the manufacturer, elastomeric sealants shall not be applied to joint surfaces previously treated with paint, lacquer, sealer, curing compound, water repellent or other coatings unless such coatings have been entirely removed.

H. Where steel anchorage occurs, do not reduce steel cross section during joint preparation. In no case shall any existing component be reduced more than 1/32 in.

I. Prime surfaces in accordance with the instructions of the sealant manufacturer. Primer is to be applied to all substrates unless manufacturer states in writing to Architect/Engineer that this is not necessary after inspecting the particular conditions at the site.

J. Install bond breakers in locations and of type recommended by the sealant manufacturer to prevent bond of sealant to surfaces where such bond might impair the performance of the sealant. In all joints to receive sealant, except for cap beads, install bond breaker specified over backup unless otherwise recommended by sealant manufacturer.

K. Install spacer tape at cap bead joints and bridge seals to provide formwork for sealant application and backing for tooling.

L. Verify dimensions of sealant joints at the project site by field measurement so that all proper sealant profiles will be accurately maintained.

3.2 INSTALLATION

A. Prior to sealing, exposed joint or crack surface shall be thoroughly cleaned in accordance with the sealant manufacturer's recommendations. Installation procedures shall be in accordance with the manufacturer's recommendations and the following requirements.

B. Install bond breakers and backer rods where shown on the drawings and in locations and of the type recommended by the sealant manufacturer to prevent bond of sealant to surfaces where such bond might impair the performance of the sealant.

C. Apply joint sealant materials using cartridge-type caulking guns.

D. Install sealants and primers only when surface and ambient temperatures are at least 40 degrees F (or the minimum installation temperature recommended by the sealant manufacturer, if higher) and rising, unless specifically approved by the sealant manufacturer and

Architect/Engineer. Do not install sealants when surface or ambient temperatures exceed 100 degrees F.

E. Run the sealant beads sufficiently slowly that the entire cavity is filled from the bottom up. Air pockets or voids along the edges are not acceptable.

F. Tool sealant surfaces to the profiles shown on the drawings where shown, or to flush or slighting concave surface.

3.3 MOCK-UPS AND FIELD ADHESION TESTING

A. Perform trial sealant applications for all substrates and joint conditions in mock-up area selected by the Owner and Architect/Engineer prior to complete mobilization for review to determine the adhesive strength of the sealant and any necessary revisions to surface preparation and/or sealant application procedures. Sealant supplier is to be present. Only based upon test results can further activity proceed. The initial sealant application in the test area shall be made in accordance with written instructions from the sealant manufacturer indicating cleaning, priming and application procedures. These written instructions should be based upon wet and dry laboratory adhesion tests. After an appropriate cure period, a field adhesion test is to be performed as indicated below.

B. As a check for adhesion, at least one hand pull test shall be conducted after the sealant is fully cured (usually within 14 to 21 days) in accordance with ASTM C1521, Evaluating Adhesion of Installed Weathering Sealants. This will be done at each joint in the mock-up and at other locations at Architect/Engineer's discretion. Adhesion in peel tests on the mock-up shall be performed following successful completion of ASTM C1521 tests specified in Paragraph 3.04. The adhesion test shall be performed in accordance with the following procedure:
   1. Make a knife cut horizontally from one side of the joint to the other.
   2. Make two vertical cuts approximately 2 in. long at the sides of the joint meeting the horizontal cut at the top of the 2 in. cuts.
   3. Grasp the 2 in. piece of sealant firmly between the fingers and pull down at a 90 degree angle or more and try to pull the uncut sealant out of the joint.
   4. If adhesion is proper, the sealant should tear cohesively (within itself) before releasing from the substrate.
   5. Areas experiencing failures will be examined and these areas will have the existing sealant removed and then the surfaces recleaned, primed and reapply sealant.

C. Test areas will be selected by Owner and Architect/Engineer. Areas experiencing failure will have all material removed and released as necessary to assure good adhesive bond of the sealant.

3.4 PROTECTION

A. All surfaces adjacent to sealant joints shall be protected, unless otherwise approved by the Architect/Engineer. Use pressure sensitive tape to prevent staining of adjacent surfaces, or spillage and migration of sealant out of the joints, as required.

B. The sealants shall be protected from traffic and debris until fully cured.

3.5 CLEAN UP

A. As work progresses, remove excess sealant and clean adjoining surfaces as required. Remove all masking and other protection and clean up any remaining defacement caused by the work.

B. Clean up and remove from the project site all debris, refuse and surplus materials.

END OF SECTION

DIVISION 09

PAINTING

SECTION 09 91 00

PARKING STRIPE PAINTING

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Traffic control marking and striping

B. Related work specified elsewhere:
   1. Section 01 11 00 - Summary of Work
   2. Section 01 33 00 - Submittal Procedures

1.2 SUBMITTALS

A. The Contractor shall submit the paint manufacturer's product data for all materials proposed for use. The data shall include a description of the system, mixing and application instructions, and verification of compatibility with the substrate.

1.3 DELIVERY, HANDLING, AND STORAGE

A. Materials shall be delivered in their original, unopened containers bearing the manufacturer's name, product identification and batch number.

B. Coatings, thinners and cleaners shall be stored in tightly closed containers in a covered, well-ventilated area where they will be protected from exposure to extreme cold or heat, sparks, flame, direct sunlight, or weather.

PART 2 PRODUCTS

2.1 MATERIALS

A. The paint to be used for parking line striping shall be formulated for use as pavement marking and be compatible with the substrate materials, have a 20 minute no-pick-up drying time, a minimum wet film thickness of 15 mils, and be in the color "Yellow" or "White" to match existing. Paint shall be:
   1. Pro-Mar Alkyd Fast Dry Zone Marking Paint manufactured by Sherwin-Williams.
   2. An approved equal

PART 3 EXECUTION

3.1 PREPARATION

A. Prior to removal of the existing parking striping and other traffic related painted areas, record the existing striping location, pattern, and orientation. Also record directional arrows and other painted signage or areas to be replaced.

3.2 SURFACE PREPARATION

A. Remove all of the existing traffic marking and parking striping paint to expose the concrete substrate.

B. Contractor shall prepare and clean all surfaces in accordance with paint manufacturer's recommendations. Before commencing work, the Contractor shall check that surfaces to be painted are in proper condition to receive painting materials and that surfaces are clean, dry, smooth and at proper temperature as recommended by the paint manufacturer.

C. No painting shall be performed on any surface which is wet or damp. The Contractor shall clean all surfaces free of adhering foreign matter, dirt and dust.

D. Application of any paint to a membrane or concrete surface implies acceptance of the substrate surface.

E. Areas surrounding the painting activities shall be protected or masked to prevent overspray, splattering, etc.

3.3 APPLICATION

A. New striping and other traffic markings shall match the existing in the area of work.

B. The paint shall be applied in accordance with the manufacturer's recommendations. No materials of different character or different manufacturer shall be intermixed. No materials shall be thinned, except as recommended by the manufacturer.

C. The Contractor shall paint the parking line and other traffic markings with two coats of "Traffic Yellow" colored paint at locations identified by the Owner's Representative.

D. The Contractor shall paint arrows at intersections and corners, and at locations and in the same orientation as existing. New arrows shall conform to the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices.

E. Use appropriate masking, stencils and application equipment as required and as recommended by the manufacturer.

F. The Contractor shall provide and maintain a hand-held all-purpose fire extinguisher near the paint storage and mixing area.

G. Provide the necessary traffic cones, barricades and other devices to protect the paint until it is sufficiently dry to withstand traffic.

H. Touch-up markings to provide clean, straight lines and surfaces throughout. Paint shall be removed or blocked out with an opaque paint matching the background color at all locations where the paint inadvertently splashed or tracked onto unintended locations.

3.4 CLEAN-UP

A. Upon completion of each day's work, the Contractor shall remove all discarded and surplus material and secure all equipment and materials in a protected and orderly manner.

B. Upon completion of the work, the equipment, surplus materials, and rubbish shall be removed and the site left in a clean condition.

END OF SECTION