



July 7, 2026

Project Name: PPSD ATMC Renovations

Project Number: 26-003



ADDENDUM NO. 1

NOTICE TO ALL DOCUMENT HOLDERS:

The following additions, deletions, changes and clarifications to the drawings and specifications are to be included as part of the Contract Documents.

SPECIFICATIONS

- ITEM NO. 01 **00.0110 Table Of Contents**
REPLACE the section 00.0110 Table of Contents with the attached.
Clarification: added section 03.0516 - Underslab Vapor Barrier and Appendix 1 to the project. Removed section 09.0561 Common Work Results for Flooring Preparation.
- ITEM NO. 02 **00.4100 Bid Form**
REPLACE the section 00.4100 Bid Form with the attached.
Clarification: Added contract timeline to the project.
- ITEM NO. 03 **00.7200 General Conditions**
REPLACE the section 00.7200 General Conditions with the attached.
Clarification: Update the referenced appendix
- ITEM NO. 04 **00.7300 Supplementary Conditions**
REPLACE the section 00.7300 Supplementary Conditions with the attached.
Clarification: Removed the uncompleted General Conditions with an updated version.
- ITEM NO. 05 **01.4000 Quality Requirements**
REPLACE the section 01.4000 Quality Requirements with the attached.
Clarification: Updated specification section
- ITEM NO. 06 **01.6000 Product Requirements**
REPLACE the section 01.6000 Product Requirements with the attached.
Clarification: Updated specification section
- ITEM NO. 07 **01.7419 Construction Waste Management and Disposal**
REPLACE the section 01.7419 Construction Waste Management and Disposal with the attached.
Clarification: Updated specification section



- ITEM NO. 08 **01.7800 Closeout Submittals**
REPLACE the section 01.7800 Closeout Submittals with the attached.
Clarification: Updated specification section
- ITEM NO. 09 **03.0516 Underslab Vapor Barrier**
ADD the section 03.0516 Underslab Vapor Barrier to the project.
Clarification: Added section
- ITEM NO. 10 **06.1000 Rough Carpentry**
REPLACE the section 06.1000 Rough Carpentry with the attached.
Clarification: Updated specification section
- ITEM NO. 11 **07.9200 Joint Sealants**
REPLACE the section 07.9200 Joint Sealants with the attached.
Clarification: Revised joint sealant types
- ITEM NO. 12 **09.0561 Common Work Results for Flooring Preparation**
REMOVE the section 09.0561 Common Work Results for Flooring Preparation in its entirety.
- ITEM NO. 13 **Appendix 1 A201-2017 General Conditions of the Contractor for Construction**
ADD appendix 1 - A201-2017 General Conditions to the project manual.

DRAWINGS

- ITEM NO. 14 **Sheet D101 | OVERALL DEMO FLOOR PLAN**
REPLACE sheet D101 Overall Demo Floor Plan with the attached sheet.
Clarification: Revised location of existing concrete demolished for plumbing.
- ITEM NO. 15 **Sheet D102 | OVERALL DEMO RCP**
REPLACE sheet D102 Overall Demo RCP with the attached sheet.
Clarification: Existing ceiling to be replaced.
- ITEM NO. 16 **Sheet A100 | SITE PLAN**
REPLACE sheet A100 Site Plan with the attached sheet.
Clarification: Existing sidewalk to be demolished for Fire Sprinkler piping & replaced.
- ITEM NO. 17 **Sheet A101 | OVERALL FLOOR PLAN**
REPLACE sheet A101 Overall Floor Plan with the attached sheet.
Clarification: Infill wall with similar construction.
- ITEM NO. 18 **Sheet A102 | OVERALL RCP**
REPLACE sheet A102 Overall RCP with the attached sheet.
Clarification: Existing ceiling to be replaced



- ITEM NO. 19 **Sheet A600 | FINISH SCHEDULE AND DETAILS**
REPLACE sheet A600 Finish Schedule and Details with the attached sheet.
Clarification: Updated finishes on finish schedule to unoccupiable storage
- ITEM NO. 20 **Sheet A601 | FINISH PLANS**
REPLACE sheet A601 Finish Plans with the attached sheet.
Clarification: Updated finishes on finish schedule to unoccupiable storage
- ITEM NO. 21 **Sheet ED100 | DEMOLITION PLANS**
REPLACE sheet ED100 Demolition Plans with the attached sheet.
Clarification: Updated demolition plan-first floor

Cc: All document holders

Encl: Specification 00.0110 Table of Contents (8.5"x11"), specification 00.4100 Bid Form (8.5"x11"), specification 00.7200 General Conditions (8.5"x11"), specifications 00.7300 Supplementary Conditions (8.5"x11"), specification 01.4000 Quality Requirements (8.5"x11"), specifications 01.6000 Product Requirements (8.5"x11"), specification 01.7419 Construction Waste Management and Disposal (8.5"x11"), specification 01.7800 Closeout Submittals (8.5"x11"), specification 03.0516 Underslab Vapor Barrier (8.5"x11"), specification 06.1000 Rough Carpentry (8.5"x11), specification 07.9200 Joint Sealant (8.5"x11"), appendix 1 A201-2017 General Conditions, Sheet D101 Overall Demo Floor Plan (24"x36"), Sheet D102 Overall Demo RCP (24"x36"), Sheet A100 Site Plan (24"x36"), Sheet A101 Overall Floor Plan (24"x36"), Sheet A102 Overall RCP (24"x36"), Sheet A600 Finish Schedule and Details (24"x36"), Sheet A601 Finish Plans (24"x36"), Sheet ED100 Demolition Plans (24"x36").

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Wier Boerner Allin Architecture, PLLC

Construction Documents

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NOT USED

APPENDIX 1 | ADDITIONAL INFORMATION
A207 - GENERAL CONDITIONS DRAFT

END OF SECTION

C = CIVIL | A = ARCHITECTURAL | S = STRUCTURAL | FP = FIRE PROTECTION | P = PLUMBING M = MECHANICAL | E = ELECTRICAL | T = TECHNOLOGY | O = OWNER

Wier Boerner Allin Architecture, PLLC
Construction Documents

06.19.2026

SECTION 00 4100
Bid Form

THE PROJECT AND THE PARTIES

1. TO:
 - A. Owner
3470 US-80, Pearl, MS, 39208
Pearl, MississippiProject Location ZIP
2. FOR:
 - A. Project: 26-003 PPSD AMTC Renovations
 - B. Owner's Project Number: 52111
3470 US-80, Pearl, MS, 39208
Pearl, MississippiProject Location ZIP
3. DATE: _____ (BIDDER TO ENTER DATE)
4. SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)
 - A. Bidder's Full Name _____
 1. Address _____
 2. City, State, Zip _____
5. ([HTTP://SOS.STATE.MS.US/BUSSERV/CORP/SOSKB/CSEARCH.ASP](http://SOS.STATE.MS.US/BUSSERV/CORP/SOSKB/CSEARCH.ASP))
 - A. Which should be the same as you applied for at the Mississippi State Board of Contractors
6. ([HTTP://WWW.MSBOC.US/SEARCH2.CFM](http://WWW.MSBOC.US/SEARCH2.CFM)) (SEE 2.07, 3.01, 5.01)
 - A. Please look it up at Secretary of State. Secretary of state rules when they are different.
7. OFFER
 - A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Wier Boerner Allin Architecture, PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. _____ dollars
(\$ _____), in lawful money of the United States of America.
 - C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
 - D. All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.
8. ACCEPTANCE
 - A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
 - B. If this bid is accepted by Owner within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
 - C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
9. CONTRACT TIME
 - A. If this Bid is accepted, we will:

- B. Complete the Work in 213 calendar days from Notice to Proceed.
10. ADDENDA
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
11. BID FORM SIGNATURE(S)
- A. The Corporate Seal of
- B. _____
- C. was hereunto affixed in the presence of:
- D. _____
- E. (Authorized signing officer, Title)
- F. (Seal)
- G. _____
- H. (Authorized signing officer, Title)
12. IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

SECTION 00 7200
General Conditions

FORM OF GENERAL CONDITIONS

1. THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED VIA APPENDIX 1 IN THIS DOCUMENT.

RELATED REQUIREMENTS

1. SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

1. REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00.7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 RELATED SECTIONS

- A. Section 00.5000 - Contracting Forms and Supplements.
- B. Section 01.4216 - Definitions.

1.3 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 1 - GENERAL DEFINITIONS

1. Paragraph 1.1 - BASIC DEFINITIONS

- a. Delete the last sentence of Subparagraph 1.1.1 and substitute the following sentence:
 - 1) The Contract documents include the Advertisement for Bids, Instructions to Bidders Proposal Form sample forms and all portions of addenda issued prior to execution of the contract.
- b. Add the following new sentence at the end of Subparagraph 1.1.7:
 - 1) This paragraph in no way supersedes the Owner's documents right set forth in the agreement between the Owner and the Professional.
 - 2)

B. ARTICLE 2 - OWNER

1. Paragraph 2.1 GENERAL

- a. Add a new subparagraph as follows:
 - 1) 2.1.3 - The Owner as used in these documents, refers to Pearl Public School District, for which the work under this contract is being used.

2. Paragraph 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- a. Change Subparagraph 2.2.5 to read as follows:
 - 1) 2.2.5 - Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one digital copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.
 - 2)

C. ARTICLE 3 - CONTRACTOR

1. Paragraph 3.18 - INDEMNIFICATION

- a. Add a new subparagraph as follows:
 - 1) 3.18.3 - The contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands originating under this contract by subcontractors, material men, or other entities situated similarly.
 - 2)

D. ARTICLE 4 - ARCHITECT

1. Paragraph 4.1 GENERAL

- a. Add a new subparagraph as follows:
 - 1) 4.1.4 - *The term "Architect", "Engineer", or "Professional" as used in these documents*

refers to the Professional firm indicated in Paragraph 5.3 of the Standard Form of Agreement Between the Owner and the Contractor who has been directed by the Owner to design and observe construction of this Project.

2)

E. ARTICLE 5 - SUBCONTRACTORS

1. No supplementary conditions
 - a.

F. ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1. No supplementary conditions
 - a.

G. ARTICLE 7 - CHANGES IN THE WORK

1. **Paragraph 7.2 CHANGE ORDERS**

- a. Add the new subparagraphs as follows:

- 1) 7.2.2 - Adjustments to the Contract Sum by change order may be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemented.
- 2) 7.2.3 - Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect
resulting there from, if any.
- 3) 7.2.4 - In order to facilitate consideration of change order request, all such requests, except those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

2. **Paragraph 7.3 CONSTRUCTION CHANGE DIRECTIVES**

- a. Delete the first sentence of Subparagraph 7.3.8 and insert the following:

- 1) The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net approved by the Architect and Owner.

- b. Add the new subparagraphs as follows:

- 1) 7.3.11 - *The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be included in the total cost to the Owner, shall be based on the following schedule:*
 - (a) For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
 - (b) For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.
 - (c) For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.
 - (d) For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.
 - (e) Costs to which overhead and profit is to be applied shall be determined in accordance with Article 7.3.7.
- 2) 7.3.12 - If unit prices are stated in the Contract Documents or subsequently agreed upon,

and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

3)

H. ARTICLE 8 - TIME

1. Paragraph 8.1 DEFINITIONS

a. Change Subparagraph 8.1.3 to read as follows:

- 1) The date of substantial completion is the date certified by the Architect and approved by the Owner in accordance with Paragraph 9.8 entitled "Substantial Completion".

2. Paragraph 8.3 DELAYS AND EXTENSIONS OF TIME

a. Change Subparagraph 8.3.1 to read as follows:

- 1) If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or the Architect, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor's control, or by any other causes which the Architect determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect may determine, subject to the Owner's approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

2)

I. ARTICLE 9 - PAYMENTS AND COMPLETION

1. Paragraph 8.3 APPLICATIONS FOR PAYMENT

a. Add a new sentence to the end of Subparagraph 9.3.1:

- 1) The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

b. Add a new Clause to Subparagraph 9.3.1 as follows:

- 1) 9.3.1.3 - The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for
and
extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

c. Add a new Subparagraph as follows:

- 1) 9.3.4 - In any contract awarded by the State of Mississippi or any agency, unit of department of the State of Mississippi or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law. At any point where law allows for the reduction of retainage, the application for payment requesting such reduction shall be accompanied by appropriate certification of reduction by the Contractor's surety.

2. Paragraph 9.6 PROGRESS PAYMENTS

a. Add the new subparagraphs as follows:

- 1) 9.6.9 - *The amount retained by the contractor from each payment to each Subcontractor*

and material supplier will not exceed the percentage retained by the Owner from the Contractor. 3.

Paragraph 9.7 FAILURE OF PAYMENT

a. Change Subparagraph 9.7.1 to read as follows:

- 1) The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-58-25 of the Mississippi Code 1972, Annotated.

4. Paragraph 9.8 SUBSTANTIAL COMPLETION

a. Add a new sentence at the end of Subparagraph 9.8.4:

- 1) Substantial Completion shall not be established and final until the Owner approves the Architect's Certificate of Substantial Completion.

5. Paragraph 9.11 LIQUIDATED DAMAGES

a. Add Paragraph 9.11 and all subparagraphs and clauses as follows:

1) 9.11 Liquidated Damages

- 2) 9.11.1 - Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advances is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in Contract Documents. The contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day of delay until the Work is

substantially complete. Amount of liquidated damages per day is as follows:

[Five-Hundred] dollars (\$500) . Contractor agrees to complete all incomplete items within thirty days after date of Certificate of Substantial Completion.

- 3) 9.11.2 - Furnish to the Owner a Signed and Notarized affidavit stating that the Contractor understands and agrees to pay Owner Liquidated damages in amount herein stated and attached to executed Owner and Contractor's Agreements.
- 4) 9.11.3 - Architectural additional services required by circumstances caused by the Contractor or Subcontractors shall be invoiced to the Owner. These costs may be passed on and charged to the Contractor by the Owner. Potential additional architectural services shall be defined as follows:
 - (a) Reviews of Submittals beyond two reviews.
 - (b) Visits to the site for Construction Administration Services beyond the Contract time and any approved extensions.
 - (c) Reviews of any portion of the work to determine if said portion is substantially complete in accordance with the requirements of the Contract Documents beyond two.
 - (d) Reviews of work or inspections for any portion of the work to determine final completion beyond two.
 - (e) Responses to the Contractors request for information where such information is available to the Contractor from a careful study and comparison, of the Contract Documents.
 - (f) Change Orders requiring evaluation of proposals, including preparation or revision of the Instruments of Service.
 - (g) Providing consultation concerning replacement of Work resulting from fire or incorrect work by the Contractor or other causes during construction.
 - (h) Evaluation of substitutions proposed by the Contractor after 30 days past Notice to Proceed and making subsequent revisions to Instruments of Service resulting there from. (i) Contract Administration Services provided after the date of Substantial Completion. 5)

J. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

1. Paragraph 10.2 SAFETY OF PERSONS AND PROPERTY

a. Change Subparagraph 10.2.5 to read as follows:

- 1) The Contractor shall promptly remedy damages and loss (other than damages or loss

insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

2)

K. ARTICLE 11 - INSURANCE AND BONDS

1. Paragraph 11.1 CONTRACTOR'S LIABILITY INSURANCE

a. Add the new subparagraphs as follows:

1) 11.1.5 - *The Contractor's limit of liability shall be written for not less than the following: (a) GENERAL LIABILITY:*

(1) Commercial General Liability (Including XCU)

(2) General Aggregate \$ 1,000,000.00
Aggregate

(3) Product & Completed Operation \$ 1,000,000.00 Aggregate

(4) Personal & Advertising Injury \$ 500,000.00 Per Occurrence (5) Bodily Injury & Property Damages \$ 500,000.00 Per Occurrence

(6) Fire Damage Liability \$ 50,000.00 Per Occurrence

(7) Medical Expense \$ 5,000.00 Per Occurrence (8)

(b) OWNER & CONTRACTORS PROTECTIVE LIABILITY

(1) Bodily Injury & Property Damages \$ 1,000,000.00 Aggregate

(2) Bodily Injury & Property Damages \$ 500,000.00 Per Occurrence

(3)

(c) AUTOMOBILE LIABILITY:

(1) Owned, Non-owner & Hired Vehicles

(2) Contractor Insurance Option Number 1(Combined Single Limit):

(3) Bodily Injury & Property Damages \$ 500,000.00 Per Occurrence

(4) Combined Single Limit

(5) Contractor Insurance Option Number 2:

(6) Bodily Injury \$ 250,000.00 Per Occurrence (7) Bodily Injury \$ 500,000.00 Per Accident (8) Property Damage \$ 100,000.00 Per Occurrence (9)

(d) EXCESS LIABILITY:

(1) Umbrella on Projects over \$500,000.00

(2) Bodily Injury & Property Damages \$ 1,000,000.00 Per Occurrence

(3) Combined Single Limit

(4)

(e) WORKERS' COMPENSATION: As required by Statute

(1) EMPLOYERS' LIABILITY

(2) Accident \$ 100,000.00 Per Occurrence

(3) Disease \$ 500,000.00 Policy Limit

(4) Disease \$ 100,000.00 Per Occurrence

(5)

(f) PROPERTY INSURANCE:

(1) Builder's Risk \$ Equal to Value of Work (2) or Installation Floater \$ Equal to Value of Work

2)

3) 11.1.6 - *Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.*

4) 11.1.7 - If the coverage are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the terminations date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment.

2. Paragraph 11.2 OWNER'S LIABILITY INSURANCE

a. Delete Subparagraph 11.2.1 its entirety and substitute the following:

1) 11.2.1 - *Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.*

3. Paragraph 11.3 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION

FLOATER) a. Change the first line in Subparagraph 11.3.1 to read as follows:

1) Unless otherwise provided, the Contractor shall purchase.....

b. Delete Clause 11.3.1.2 under Subparagraph 11.3.1 in its entirety.

c. Change Subparagraph 11.3.1.3 to read as follows:

1) If the property insurance requires deductibles, the Contractor shall pay cost not covered because of such deductibles.

d. Delete Subparagraph 11.3.2 in its entirety.

e. Delete Subparagraph 11.3.3 in its entirety.

f. Delete Subparagraph 11.3.4 in its entirety.

g. Delete Subparagraph 11.3.5 in its entirety.

h. Delete Subparagraph 11.3.6 in its entirety.

i. Change Subparagraph 11.3.10 to read as follows:

1) 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 (5) days after occurrence of loss. 2)

L. ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

1. No supplementary conditions.

a.

M. ARTICLE 13 - MISCELLANEOUS PROVISIONS

1. No supplementary conditions.

a.

N. ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. No supplementary conditions.

a.

O. ARTICLE 15 - CLAIMS AND DISPUTES

1. Paragraph 15.1 CLAIMS

a. Add a new Clause to Subparagraph 15.1.5 as follows:

1) 15.1.5.3 - *Contractor shall submit to the Architect each month, with Contractor's Application for Payment , a request for an extension of time for adverse weather days each month for number of days exceeding the normal anticipated weather delay days listed below:*

2) MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

11 9 10 8 9 9 10 11 8 7 9 10

3) The table above defines the monthly anticipated adverse weather for the contract period and is based upon NOAA or similar data for the geographic location of the project.

4) The above table constitutes the base line for monthly (or portion thereof) adverse weather evaluations. Actual adverse weather days are to be recorded on a calendar day basis, including weekends and holidays, and compared to the monthly anticipated adverse weather at the end of each month. Once the number of factual adverse weather days anticipated in the table above have been incurred, the Architect will examine any subsequently occurring adverse weather days to determine whether or not the Contractor is entitled to a time extension.

These subsequently occurring adverse weather days must prevent work for 50% or more of the Contractor's workday and must delay work critical to the timely completion of the project in order to qualify for an extension of time.

5) If Contractor has not been delayed by adverse weather conditions, then, state in writing that no weather days are required. Application for Payment shall be returned without letter regarding Adverse Weather.

6) Additionally, submit Contractor's Daily Log each month, with Contractor's Application for payment, for each day of the month along with other Supporting Data consisting of the following:

- (a) Record adverse conditions that hinder the Work for more than 50% of the work day.
- (b) Time of day work activities was stopped.
- (c) Work in progress. If work in progress is not delayed by the weather, then no weather days will be allowed .
- (d) Number of hours work was stopped for each work day.
- (e) Trades and number of workmen for each trade.
- (f) Record weather conditions each Calendar of each month and submit copy with application of Payment each month.
- (g) Report from the national weather bureau, Radio Station or television Station serving the local area of the construction to establish weather condition.
- (h) Reporting shall run concurrently with Application for payment period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4000
Quality Requirements

PART 1 GENERAL

1. SECTION INCLUDES
 - A. Submittals.
 - B. Quality assurance.
 - C. Control of installation.
 - D. Tolerances.
 - E. Manufacturers' field services.
 - F. Defect Assessment.
2. RELATED REQUIREMENTS
 - A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
 - B. Section 01 3000 - Administrative Requirements: Submittal procedures.
 - C. Section 01 4216 - Definitions.
3. REFERENCE STANDARDS
 - A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
 - B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026.
 - C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2025.
 - D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
 - E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025b.
 - F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2026.
 - G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
4. SUBMITTALS
 - A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
 - B. Test Reports: After each test/inspection, promptly submit one copies of report to Architect and to Contractor.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.

- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 5. QUALITY ASSURANCE
 - A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- 6. REFERENCES AND STANDARDS
 - A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
 - C. Obtain copies of standards where required by product specification sections.
 - D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
 - E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
 - F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.
- 7. TESTING AND INSPECTION AGENCIES AND SERVICES
 - A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
 - B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
 - C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

- 1. CONTROL OF INSTALLATION
 - A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
 - B. Comply with manufacturers' instructions, including each step in sequence.
 - C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
 - D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
 - G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
2. TOLERANCES
- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
 - B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
 - C. Adjust products to appropriate dimensions; position before securing products in place.
3. TESTING AND INSPECTION
- A. See individual specification sections for testing and inspection required.
 - B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
 - C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
 - E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.
4. MANUFACTURERS' FIELD SERVICES
- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
 - B. Qualifications of Observer:

1. Full-time employee of the Manufacturer.
2. Fully-knowledgeable of applicable codes, manufacturer's specified products, and installation requirements for each product.
3. Authorized to represent Manufacturer in all field discussions necessary to validate warranty.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
5. DEFECT ASSESSMENT
 - A. Replace Work or portions of the Work not complying with specified requirements.
 - B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 6000
Product Requirements

PART 1 GENERAL

1. SECTION INCLUDES
 - A. General product requirements.
 - B. Re-use of existing products.
 - C. Transportation, handling, storage and protection.
 - D. Product option requirements.
 - E. Substitution limitations.
 - F. Maintenance materials, including extra materials, spare parts, tools, and software.
2. RELATED REQUIREMENTS
 - A. Section 01 1000 - Summary: Lists of products to be removed from existing building.
 - B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
 - C. Section 01 4000 - Quality Requirements: Product quality monitoring.
 - D. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.
3. SUBMITTALS
 - A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 1. Submit within 15 days after date of Agreement.
 2. For products specified only by reference standards, list applicable reference standards.
 - B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 - C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 - D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

1. EXISTING PRODUCTS
 - A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
 - B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
 - C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
2. NEW PRODUCTS
 - A. Provide new products unless specifically required or permitted by Contract Documents.
 - B. See Section 01 4000 - Quality Requirements, for additional source quality control requirements.
 - C. Use of products having any of the following characteristics is not permitted:

1. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions.
 2. If wet-applied, have lower VOC content.
 3. Result in less construction waste. See Section 01 7419
3. **PRODUCT OPTIONS**
 - A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
 - B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
 - C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
4. **MAINTENANCE MATERIALS**
 - A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
 - B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

1. **SUBSTITUTION LIMITATIONS**
 - A. See Section 01 2500 - Substitution Procedures.
2. **TRANSPORTATION AND HANDLING**
 - A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
 - B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
 - C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
 - D. Transport and handle products in accordance with manufacturer's instructions.
 - E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
 - F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
 - G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
 - H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
3. **STORAGE AND PROTECTION**
 - A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
 - B. Store and protect products in accordance with manufacturers' instructions.
 - C. Store with seals and labels intact and legible.
 - D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
 - E. For exterior storage of fabricated products, place on sloped supports above ground.

- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

Construction Waste Management And Disposal

PART 1 GENERAL

1. WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

2. RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures.
- B. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 6000 - Product Requirements: Waste prevention requirements related to product substitutions.
- E. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- F. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3. DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 PRODUCTS

- 1. PRODUCT SUBSTITUTIONS
 - A. See Section 01 6000 and Section 01 2500.
 - B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 6000:
 - 1. Relative amount of waste produced, compared to specified product.
 - 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Price.
 - 3. Proposed disposal method for waste product.
 - 4. Markets for recycled waste product.

PART 3 EXECUTION

- 1. WASTE MANAGEMENT PROCEDURES
 - A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
 - B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
 - C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
 - D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- 2. WASTE MANAGEMENT PLAN IMPLEMENTATION
 - A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
 - B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
Closeout Submittals

PART 1 GENERAL

1. SECTION INCLUDES
 - A. Project record documents.
 - B. Operation and maintenance data.
 - C. Warranties and bonds.
2. RELATED REQUIREMENTS
 - A. Section 00 7200 - General Conditions and 00 7300 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
 - B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
 - C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
 - D. Individual Product Sections: Specific requirements for operation and maintenance data.
 - E. Individual Product Sections: Warranties required for specific products or Work.
3. SUBMITTALS
 - A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
 1. Provide one (1) hard copy minimum, bound in 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 3 inch, maximum ring size, of all Closeout Documents.
 - a. Provide a Table of Contents for each binder.
 - b. Separate binders for each major Closeout item, ex. Record documents, Operation and Maintenance Data, Warranties and Bonds.
 - c. See Part 3: Execution, Paragraph 7 for Assembly of Binders.
 - d. Drawings shall be full size with annotated changes in RED.
 - e. Any Closeout Documents larger than 11 x 17 inches and items that cannot be folded and included in the 3 ring binders, shall be folded or rolled in a fashion to allow storage.
 2. Provide two (2) Electronic flashdrives of all Closeout Documents
 - B. Operation and Maintenance Data:
 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
 - a. A digital version of final documents to be provided.
 - C. Warranties and Bonds:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

1. PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Product substitutions or alternates utilized.
 2. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

2. OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3. OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

4. OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- B. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

5. WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

6. REQUIRED DOCUMENTATION

- A. Contractor and Major Sub-Contractors Guarantee: The letter shall include a guarantee of all workmanship and material to be free of defects for a period of one year, unless required longer by any division of the specifications, and should any defects arise; then such defects shall be restored to the original condition at no expense to the Owner. This shall include any cutting and patching as may be required to correct the defective work.
- B. Contractor's Affidavit of Release of Liens, AIA Document G706A. Provide for this project, notarized and signed by the Contractor. Provide sworn statement and affidavit to Owner stating that all bills have been paid in full and that the Owner is released from any and all claims.
- C. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706. Provide, notarized and signed by Contractor.
- D. All Applications for Payment.
- E. Consent of Surety Company to Final Payment, AIA Document G707. Also include Surety's "General Power of Attorney" documentation.
- F. Certificate attesting that all materials used in the construction of the project are free of any asbestos containing fibers.
- G. Evidence of Compliance with Governing Authorities. (Such as Certificate of Occupancy from the City).
- H. Request for Final Payment, AIA Document G702, current edition, completed in full of a computer generated form having similar data.
- I. Power of Attorney: Closeout documents should be accompanied by an appropriate Power of Attorney.
- J. Other documents required by Architect or Engineer, and/or contained in the Contract Documents.

7. ASSEMBLY OF BINDERS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

- D. Any Closeout Documents larger than 11 x 17 inches and items that cannot be folded and included in the 3 ring binders, shall be folded or rolled in a fashion to allow storage.
- E. Cover: Identify each binder with typed or printed title, identify title of Project; identify subject matter of contents.
- F. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- G. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- H. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- I. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

END OF SECTION

SECTION 03 0516
Underslab Vapor Barrier

PART 1 GENERAL

1. SECTION INCLUDES
 - A. Sheet vapor barrier under concrete slabs on grade.
2. RELATED REQUIREMENTS
 - A. Section 03 1000 - Concrete Forming and Accessories: Forms and accessories for formwork.
 - B. Section 03 2000 - Concrete Reinforcing.
 - C. Section 03 3000 - Cast-in-Place Concrete: Preparation of subgrade, granular fill, placement of concrete.
3. REFERENCE STANDARDS
 - A. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2024.
 - B. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017 (Reapproved 2023).
4. SUBMITTALS
 - A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
 - B. Product Data: Submit manufacturers' data on manufactured products.
 - C. Samples: Submit samples of underslab vapor barrier to be used.
 - D. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction.

PART 2 PRODUCTS

1. MATERIALS
 - A. Underslab Vapor Barrier:
 1. Water Vapor Permeance: Not more than 0.010 perms (0.6 ng/(s m² Pa)), maximum.
 2. Thickness: 15 mils (0.4 mm).
 3. Product:
 - a. Stego Industries LLC; Stego Wrap Vapor Barrier (15-mil):
www.stegoindustries.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
 - B. Accessory Products: Vapor barrier manufacturer's recommended tape, adhesive, mastic, etc., for sealing seams and penetrations in vapor barrier.

PART 3 EXECUTION

1. EXAMINATION
 - A. Verify that surface over which vapor barrier is to be installed is complete and ready before proceeding with installation of vapor barrier.
2. INSTALLATION
 - A. Install vapor barrier in accordance with manufacturer's instructions and ASTM E1643.
 - B. Install vapor barrier under interior slabs on grade; lap sheet over footings and seal to foundation walls.
 - C. Lap joints minimum 6 inches (150 mm).
 - D. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions.
 - E. No penetration of vapor barrier is allowed except for reinforcing steel and permanent utilities.

- F. Repair damaged vapor retarder before covering with other materials.

END OF SECTION

SECTION 06 1000 Rough Carpentry

PART 1 GENERAL

1. SECTION INCLUDES
 - A. Rough opening framing for doors, windows, and roof openings.
 - B. Subflooring.
 - C. Concealed wood blocking, nailers, and supports.
2. RELATED REQUIREMENTS
 - A. Section 07 6200 - Sheet Metal Flashing and Trim: Sill flashings.
3. REFERENCE STANDARDS
 - A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
 - B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.
 - C. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
 - D. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing; 2019a.
 - E. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
 - F. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.
 - G. AWP A U1 - Use Category System: User Specification for Treated Wood; 2025.
 - H. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
 - I. PS 1 - Structural Plywood; 2023.
 - J. PS 2 - Performance Standard for Wood Structural Panels; 2019.
4. SUBMITTALS
 - A. See Section 01 3000 - Administrative Requirements for submittal procedures.
 - B. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection required by ABAA QAP.
 - C. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.
 - D. ABAA Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.
5. QUALITY ASSURANCE
 - A. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/#sle:
 1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.
 2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

6. DELIVERY, STORAGE, AND HANDLING
 - A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
 - B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.
7. WARRANTY
 - A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

1. GENERAL REQUIREMENTS
2. CONSTRUCTION PANELS
 - A. Subfloor/Underlayment Combination: Rated single floor.
 1. Plywood: PS 1.
 2. Oriented Strand Board: PS 2.
 3. Bond Classification: Interior.
 4. Span Rating: 48.
 5. Performance Category: 1-1/8 PERF CAT.
3. ACCESSORIES
 - A. Metal and Finish of Fasteners:
 1. Untreated Wood: Unfinished steel.
 - B. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.
 1. For contact with preservative treated wood in exposed locations, provide minimum G185 (Z550) galvanizing complying with ASTM A653/A653M.
 - C. Subfloor Adhesives: Gap-filling construction adhesive for bonding wood structural panels to wood-based floor system framing; complying with ASTM D3498.

PART 3 EXECUTION

1. PREPARATION
 - A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.
 - B. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
2. INSTALLATION - GENERAL
 - A. Select material sizes to minimize waste.
 - B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
3. BLOCKING, NAILERS, AND SUPPORTS
 - A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
 - B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
 - C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
 - D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

4. ROOF-RELATED CARPENTRY
 - A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
5. INSTALLATION OF CONSTRUCTION PANELS
 - A. Subflooring/Underlayment Combination: Glue and nail to framing; staples are not permitted.
6. TOLERANCES
 - A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
 - B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.
7. FIELD QUALITY CONTROL
 - A. See Section 01 4000 - Quality Requirements for additional requirements.
 - B. Coordination of ABAA Tests and Inspections:
 1. Provide testing and inspection required by ABAA QAP.
 2. Notify in ABAA writing of schedule for air barrier work. Allow adequate time for testing and inspection.
 3. Cooperate with ABAA testing agency.
 4. Allow access to air barrier work areas and staging.
 5. Do not cover air barrier work until tested, inspected, and accepted.
8. CLEANING
 - A. Waste Disposal: See Section 01 7419 - Construction Waste Management and Disposal.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
 - B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
 - C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

PART 1 GENERAL

1. SECTION INCLUDES
 - A. Nonsag gunnable joint sealants.
 - B. Joint backings and accessories.
2. RELATED REQUIREMENTS
 - A. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
 - B. Section 09 3000 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.
3. REFERENCE STANDARDS
 - A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
 - B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2022.
 - C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
 - D. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
 - E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
 - F. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
4. SUBMITTALS
 - A. See Section 01 3000 - Administrative Requirements for submittal procedures.
 - B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 2. List of backing materials approved for use with the specific product.
 3. Backing material recommended by sealant manufacturer.
 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 5. Substrates the product should not be used on.
 - C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
 - D. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
5. QUALITY ASSURANCE
 - A. Maintain one copy of each referenced document covering installation requirements on site.
 - B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
 - C. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of documented experience.
 - D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 1. Adhesion Testing: In accordance with ASTM C794.
 2. Compatibility Testing: In accordance with ASTM C1087.

3. Allow sufficient time for testing to avoid delaying the work.
4. Deliver sufficient samples to manufacturer for testing.
5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- E. Installation Plan: Include schedule of sealed joints, including the following:
 1. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Location on project.
6. WARRANTY
 - A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
 - B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

1. MANUFACTURERS
 - A. Nonsag Sealants:
 1. Dow; ____: www.dow.com/#sle.
 2. QUIKRETE Companies; ____: www.quikrete.com/#sle.
 3. Sika Corporation; ____: www.usa.sika.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
 - B. Self-Leveling Sealants:
 1. Dow; ____: www.dow.com/#sle.
 2. QUIKRETE Companies; ____: www.quikrete.com/#sle.
 3. Sika Corporation; ____: www.usa.sika.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
2. JOINT SEALANT APPLICATIONS
 - A. Scope:
 1. Interior Joints:
 - a. Seal open joints except specific open joints indicated on drawings as not sealed.
 - b. Seal the following joints:
 - 1) Joints between door frames and window frames and adjacent construction.
 - B. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
3. JOINT SEALANTS - GENERAL
 - A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.
 - B. Colors: Coordinate with Architect for Color Selection
4. NONSAG JOINT SEALANTS
 - A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 1. Color: White.
 - B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 35 percent, minimum.

5. ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.

PART 3 EXECUTION

1. EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

2. PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3. INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

4. FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

26-003 PPSD AMTC Renovations

THE OWNER:

(Name, legal status and address)

Pearl Public School District
3375 Highway 80 East
Pearl, MS 39208

THE ARCHITECT:

(Name, legal status and address)

Wier Boerner Allin Architecture, PLLC
2727 Old Canton Road
Suite 200
Jackson, MS 39216

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- 3 CONTRACTOR**
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- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 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 for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to 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 polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 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. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

26-003 PPSD AMTC Renovations
Pearl Public School District
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...

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, WBA Architecture, PLLC, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:18:36 ET on 06/30/2026 under Order No. 4104244958 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

-
- REMOVE EXISTING MILLWORK, SINK, AND PLUMBING, CAP PLUMBING AT WALL
- DEMOLISH EXISTING CARPET
- UNOCCUPIABLE STORAGE
- GC TO INSPECT THE CONDITION OF THE EXISTING SUBSTRATE BELOW THE CARPET. REPLACE AS NECESSARY
- REMOVE ALL UNWANTED ITEMS ON THIS FLOOR. ONLY LEAVE STORAGE EQUIPMENT. COORDINATE WITH THE OWNER
- DEMOLISH EXISTING LIGHTING IN THIS AREA
- MECHANICAL / ELECTRICAL MEZZANINE
- REMOVE EXISTING WALL UNIT. RETURN TO OWNER
- DEMOLISH EXISTING CARPET
- GC TO INSPECT THE CONDITION OF THE EXISTING SUBSTRATE BELOW THE CARPET. REPLACE AS NECESSARY

[illegible]

GEN. NOTES - DEMOLITION

- A. ALL INFORMATION IS BASED ON FIELD OBSERVATIONS & OWNER SUPPLIED DOCUMENTS & MAY NOT REFLECT ACTUAL FIELD CONDITIONS. UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN DRAWINGS DEPICTING EXIST. CONDITIONS OR UPON DISCOVERY OF UNKNOWN CONDITIONS DETRIMENTAL TO THE COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT, IN WRITING, OF THE CONDITION IN QUESTION BEFORE PROCEEDING WITH WORK IN THAT AREA.
- B. SALVAGE IS DEFINED AS CAREFULLY REMOVING & RETAINING ITEMS FOR REUSE. FURTHER EVALUATION OF CERTAIN ITEMS IN TERMS OF SALVAGE DESIRABILITY MAY OCCUR PRIOR TO CONSTRUCTION.
- C. CONTRACTOR IS RESPONSIBLE FOR ALL SHORING & BRACING NECESSARY TO MAINTAIN INTEGRITY OF EXIST. STRUCTURE AT ALL TIMES.
- D. CARE SHALL BE TAKEN AT INTERFACE BETWEEN DEMOLITION & EXIST. CONSTRUCTION TO REMAIN TO AVOID DAMAGE TO ALL SYSTEMS TO REMAIN. ALL EXIST. CONSTRUCTION REMAINING AFTER DEMOLITION THAT INTERFERES WITH NEW CONSTRUCTION SHALL BE REMOVED AS DIRECTED BY THE ARCHITECT UPON NOTIFICATION BY THE CONTRACTOR.
- E. REMOVE EXIST. CONSTRUCTION AS INDICATED. THE TYPICAL WALL REMOVAL INCLUDES FINISHES & MECHANICAL, PLUMBING & ELECTRICAL SYSTEMS CONTAINED THEREIN. REMOVE ALL WALL BASE. REMOVE DOORS, CASEWORK, WINDOWS, FRAMES, & OTHER FIXTURES AS REQUIRED. REMOVE ALL WINDOW COVERINGS IN THEIR ENTIRETY. AFTER REMOVAL OF PIPE CHASES, PATCH HOLES IN FLOORS OR EXIST. WALLS TO REMAIN TO MEET ORIGINAL FIRE PROTECTION & STRUCTURAL REQUIREMENTS. PATCH ADJOINING WALLS, FLOORS & DECK & PREPARE SURFACES TO RECEIVE A NEW FINISH AS PER FINISH SCHEDULE. REMOVE ALL REMAINING MORTAR / SETTING BEDS & RESIDUE FROM EXIST. FLOORING SURFACES.
- F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXIST. SUBSTRATE CORRECTION IN ALL AREAS WHERE MECHANICAL, PLUMBING & ELECTRICAL EQUIP. & SERVICES ARE REMOVED.
- G. IT IS INTENDED THAT REMOVAL OF ALL MAJOR MECHANICAL, PLUMBING & ELECTRICAL ITEMS BE COMPLETED BY THEIR RESPECTIVE TRADES. ALL ITEMS TO BE REMOVED ARE NOT NECESSARILY SHOWN ON THESE DOCUMENTS. ONCE REMOVAL OF MAJOR ITEMS IS COMPLETED BY RESPECTIVE TRADES, THE REMAINING ITEMS ARE TO BE REMOVED BY THE GENERAL CONTRACTOR.
- H. DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES & ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
- I. THE CONTRACTOR SHALL NOTIFY, COORDINATE, SCHEDULE & RECEIVE PRIOR PERMISSION FROM THE OWNER IF ANY SHUTDOWN OF SERVICES IS NECESSARY TO COMPLETE THE WORK. NOTIFICATION SHALL INCLUDE THE TYPE OF SERVICE, AREA AFFECTED, REQUESTED SHUTDOWN TIME, LENGTH OF TIME, SERVICE TO BE DISCONNECTED & PROPOSED RECONNECTION TIME. PROVIDE MIN. 48-HOURS WRITTEN NOTICE TO OWNER FOR ALL SCHEDULED SHUT-DOWNS. DO NOT PERFORM UTILITY SHUT-DOWNS WITHOUT THE OWNERS WRITTEN CONSENT. COORDINATE WORK RELATED TO SHUT-DOWN TO MINIMIZE UTILITY DOWN-TIME. THE OWNER SHALL REQUIRE ALL UTILITY SHUT-DOWNS TO BE PERFORMED AT NON-PEAK DEMAND TIMES. THE OWNER MAY REQUIRE UTILITY SHUT-DOWNS TO BE PERFORMED AFTER NORMAL BUSINESS HOURS.
- J. ALL OPNG'S, GAPS & VOIDS IN EXIST. CONSTRUCTION LEFT OR UNCOVERED BY DEMOLITION ARE TO BE FILLED USING MATERIALS THAT MATCH SIZE & CONFIGURATION OF ADJACENT EXIST. CONSTRUCTION UNLESS OTHERWISE NOTED HEREIN & AS APPROVED BY THE ARCHITECT.
- K. CONTRACTOR SHALL MAINTAIN ADEQUATE EGRESS AT ALL TIMES.
- L. WHERE EXISTING CEILINGS ARE TO BE DEMOLISHED, DEMOLISH CEILING IN ITS ENTIRETY INCLUDING, BUT NOT LIMITED TO, SUSPENDED CEILING ASSEMBLIES, DIRECT MOUNT CEILING ASSEMBLIES, LIGHTING FIXTURES, & MECH. GRILLES.

RCP LEGEND

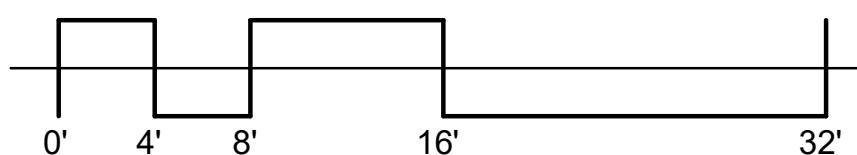
GYPSUM BOARD CEILING, PAINTED	ACOUSTICAL CEILING TILE	EXPOSED STRUCTURE, NO CEILING FINISH	ACOUSTICAL CEILING CLOUDS

NOTE: INSTALL ACOUSTICAL INSULATION ABOVE ALL NEW CEILINGS.

	RECESSED FIXTURE		RECESSED LINEAR SLOTLIGHT
	SURFACE FIXTURE		SURFACE MTD. ADJUSTABLE FIXTURE
	SURFACE MTD. LED FIXTURE		EXIT SIGN
	PENDANT FIXTURE		HVAC SUPPLY REGISTER
	PENDANT DOWNLIGHT FIXTURE		HVAC RETURN REGISTER
	WALL MTD. FIXTURE		HVAC EXHAUST REGISTER
	2X2 RECESSED FIXTURE		CEILING ACCESS PANEL
	2X4 RECESSED FIXTURE		P-PANEL FOR PLUM.
	SURFACE MTD. FIXTURE		M-PANEL FOR MECH.
	STRIP LIGHT FIXTURE		CEILING FAN

AVOID USING LESS THAN 1/2 CEILING PANEL
DIMENSION AT A.C.T. CEILING PERIMETER

NO	YES



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CONSTRUCTION
DOCUMENTS
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REVISIONS

NO.	DESCRIPTION	DATE
1	Addendum 1	7/7/26

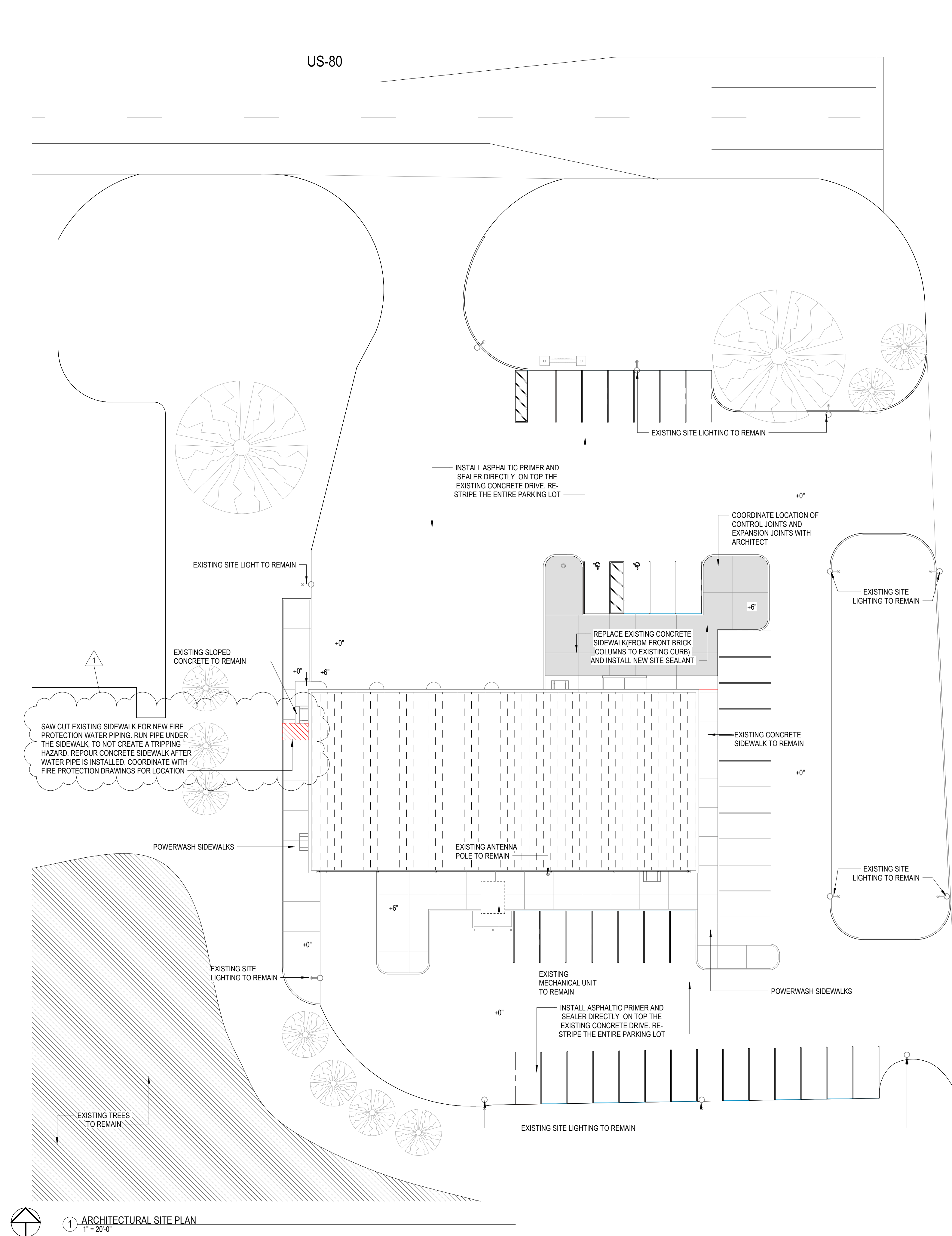
D102
OVERALL DEMO
RCP

GENERAL PROJECT NOTES

1. GC SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK. ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT.
2. PROTECT ALL EXISTING CONSTRUCTION, FINISHES, UTILITIES, AND SITE FEATURES NOT SCHEDULED FOR DEMOLITION OR MODIFICATION.
3. CAP OR PROPERLY TERMINATED ALL EXISTING UTILITIES MADE INACTIVE BY DEMOLITION.
4. FINAL CLEANING OF ALL NEW AND EXISTING SURFACES AFFECTED BY CONSTRUCTION SHALL BE PERFORMED PRIOR TO PROJECT COMPLETION.

ASPHALTIC PRIMER NOTES

1. PRESSURE WASH THE EXISTING CONCRETE DRIVE TO REMOVE ALL DIRT, GREASE, AND LOOSE DEBRIS.
2. WHERE HOLES REMAIN AFTER CLEANING, INFILL WITH NON SHRINK GROUT.
3. ACID ETCH THE SURFACE OF THE EXISTING CONCRETE DRIVE AFTER IT HAS DRIED.
4. INSTALL A BONDING PRIMER TO THE DRIED CONCRETE PER MANUFACTURER'S INSTRUCTION INCLUDING APPLICATION RATING AND NUMBER OF COATS.
5. APPLY THIN COATS OF THE ASPHALTIC SEALER DIRECTLY ON TOP OF THE PRIMER. ALLOW TO DRY BEFORE STRIPING.



1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

6/19/2026

CONSTRUCTION
DOCUMENTS
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REVISIONS		
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1	Addendum 1	7/7/26

GENERAL PROJECT NOTES

- GC SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK. ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT.
- PROTECT ALL EXISTING CONSTRUCTION, FINISHES, UTILITIES, AND SITE FEATURES NOT SCHEDULED FOR DEMOLITION OR MODIFICATION.
- CAP OR PROPERLY TERMINATED ALL EXISTING UTILITIES MADE INACTIVE BY DEMOLITION.
- FINAL CLEANING OF ALL NEW AND EXISTING SURFACES AFFECTED BY CONSTRUCTION SHALL BE PERFORMED PRIOR TO PROJECT COMPLETION.

DIMENSIONING CRITERIA

ALL DWGS. ARE INTENDED TO BE COMPLEMENTARY. DO NOT SCALE FOR DIMENSIONS. NOTIFY THE ARCHITECT OF DIMENSIONAL DISCREPANCIES PRIOR TO PROCEEDING.

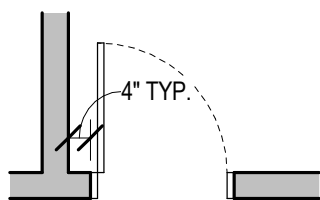
DIMENSIONS AT CONCRETE & MASONRY PARTITIONS ARE TO FACE OF PARTITION

DIMENSIONS AT FRAMED PARTITIONS ARE TO FACE OF FRAMING, U.O.N.

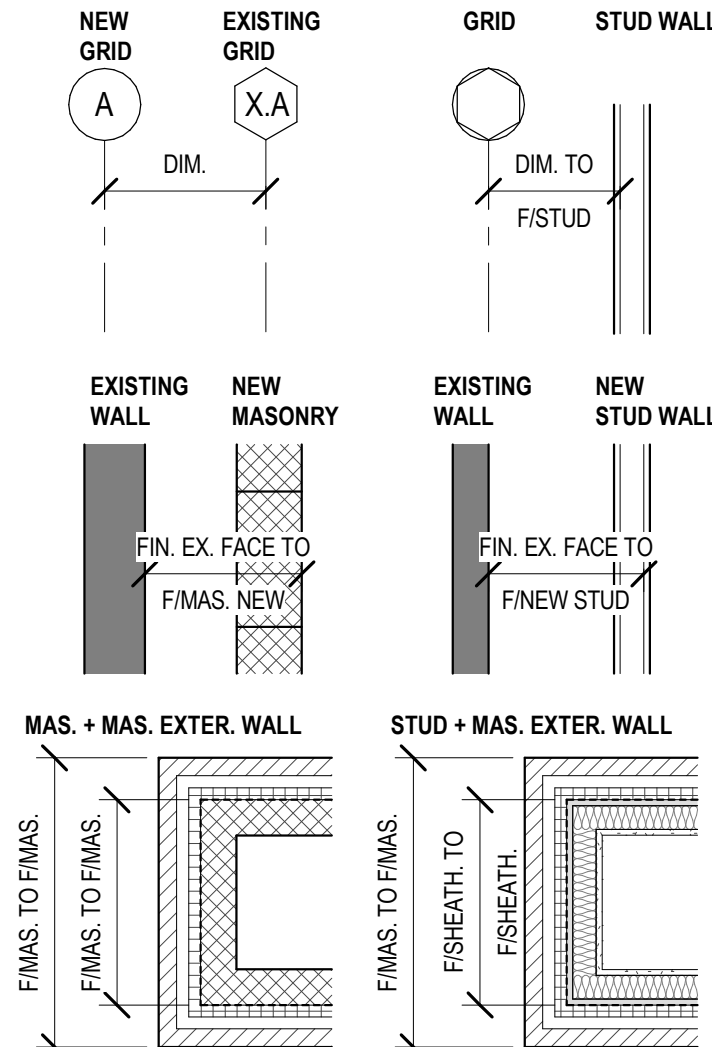
DIMENSIONS ARE AS IDENTIFIED ON THE DOCUMENTS OR AS ESTABLISHED BY ADDITIONAL CRITERIA BELOW.

- DIMENSIONS ARE NOT SHOWN FOR THE FOLLOWING CONDITIONS:
- WHEN PARTITION IS CENTERED ON GRID LINES
 - WHEN PARTITION IS CENTERED ON GLAZING MULLION

FOR TYPICAL DOORS ADJACENT TO A PARTITION INTERSECTION, THE FOLLOWING SHALL APPLY U.O.N.:



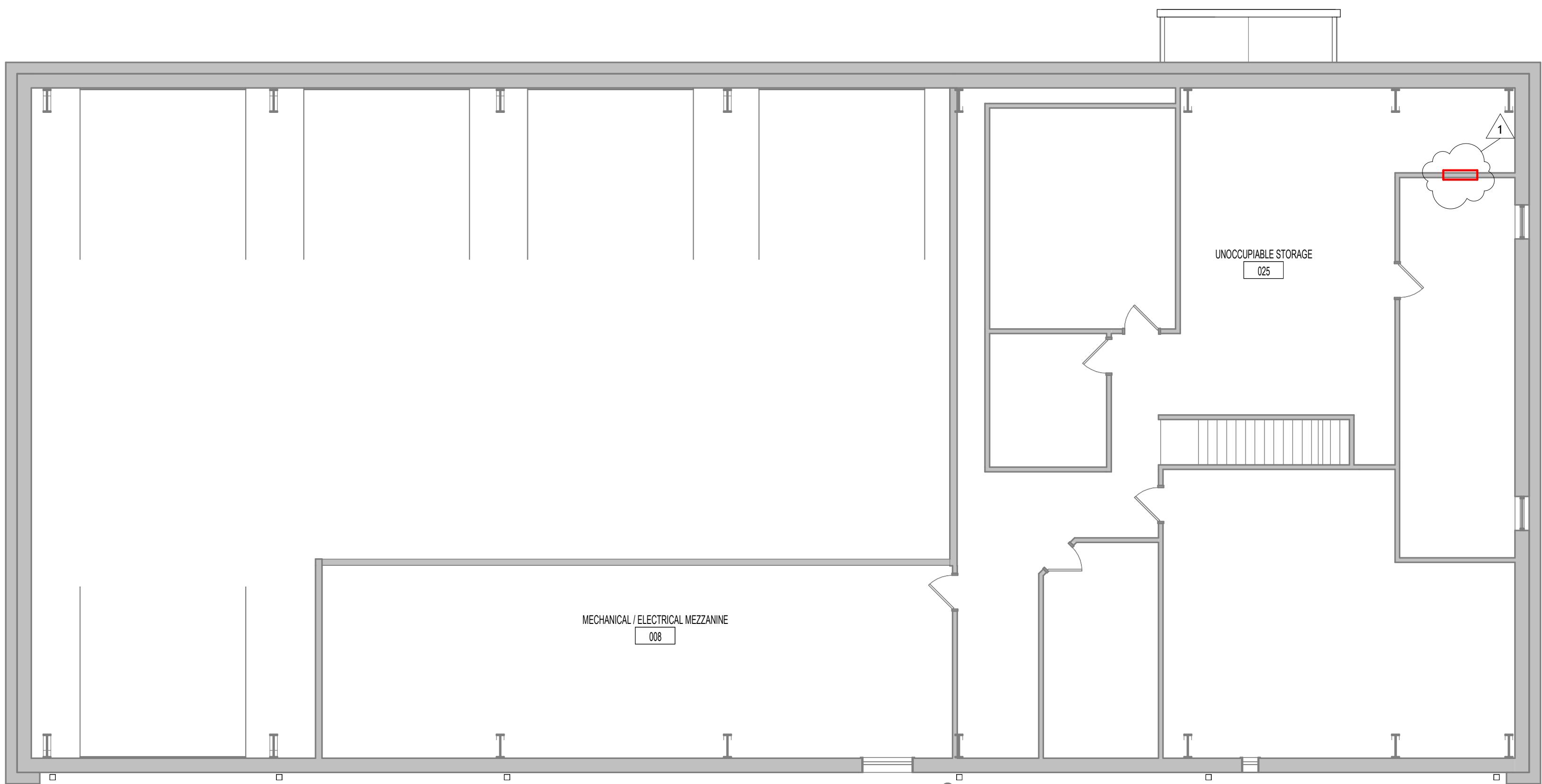
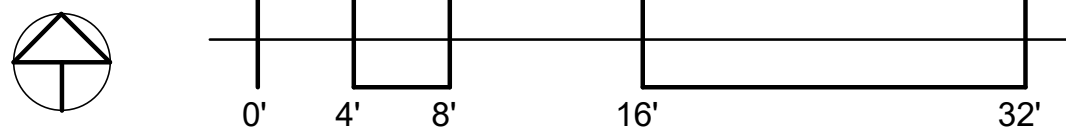
UNLESS NOTED OTHERWISE, ALL DIMENSIONING SHALL CONFORM TO THE FOLLOWING CONVENTIONS:



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CONSTRUCTION
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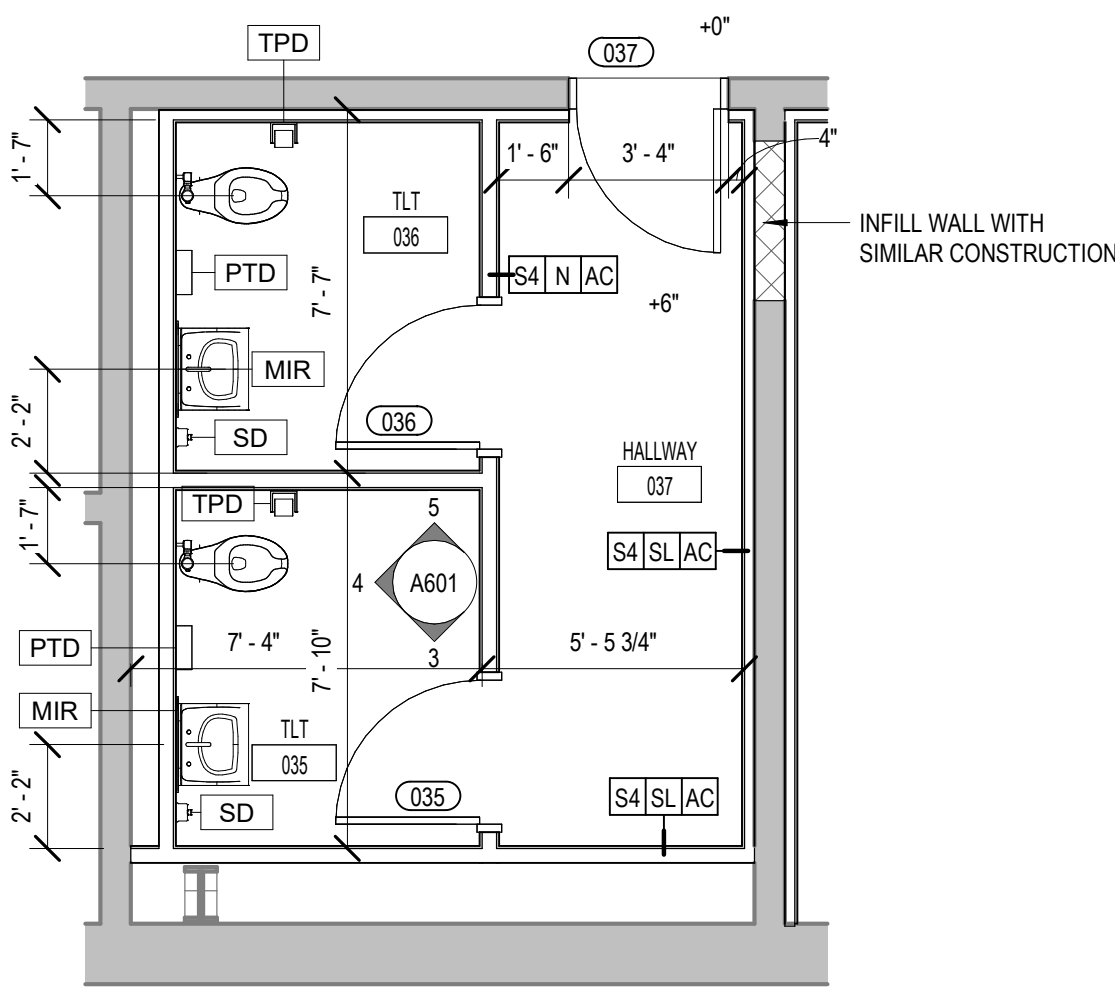


3 MEZZANINE LEVEL
1/8" = 1'-0"

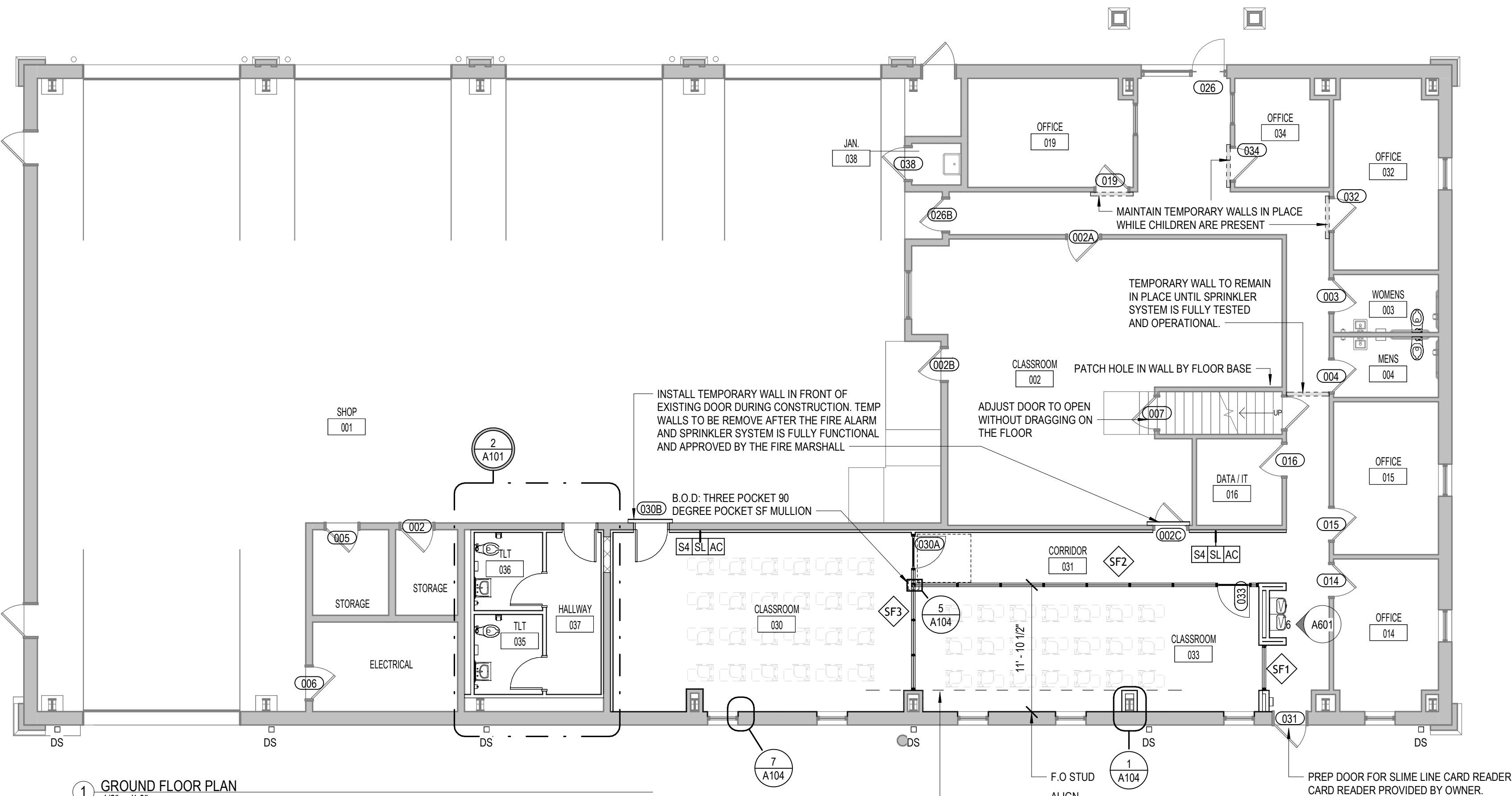
ACCESSORIES LEGEND

TPD TOILET PAPER DISPENSER. CPCI. REFER TO SPECIFICATIONS
PTD PAPER TOWEL DISPENSER. CPCI. REFER TO SPECIFICATIONS
SD SOAP DISPENSER. CPCI. REFER TO SPECIFICATIONS
MIR MIRROR. CPCI. REFER TO SPECIFICATIONS

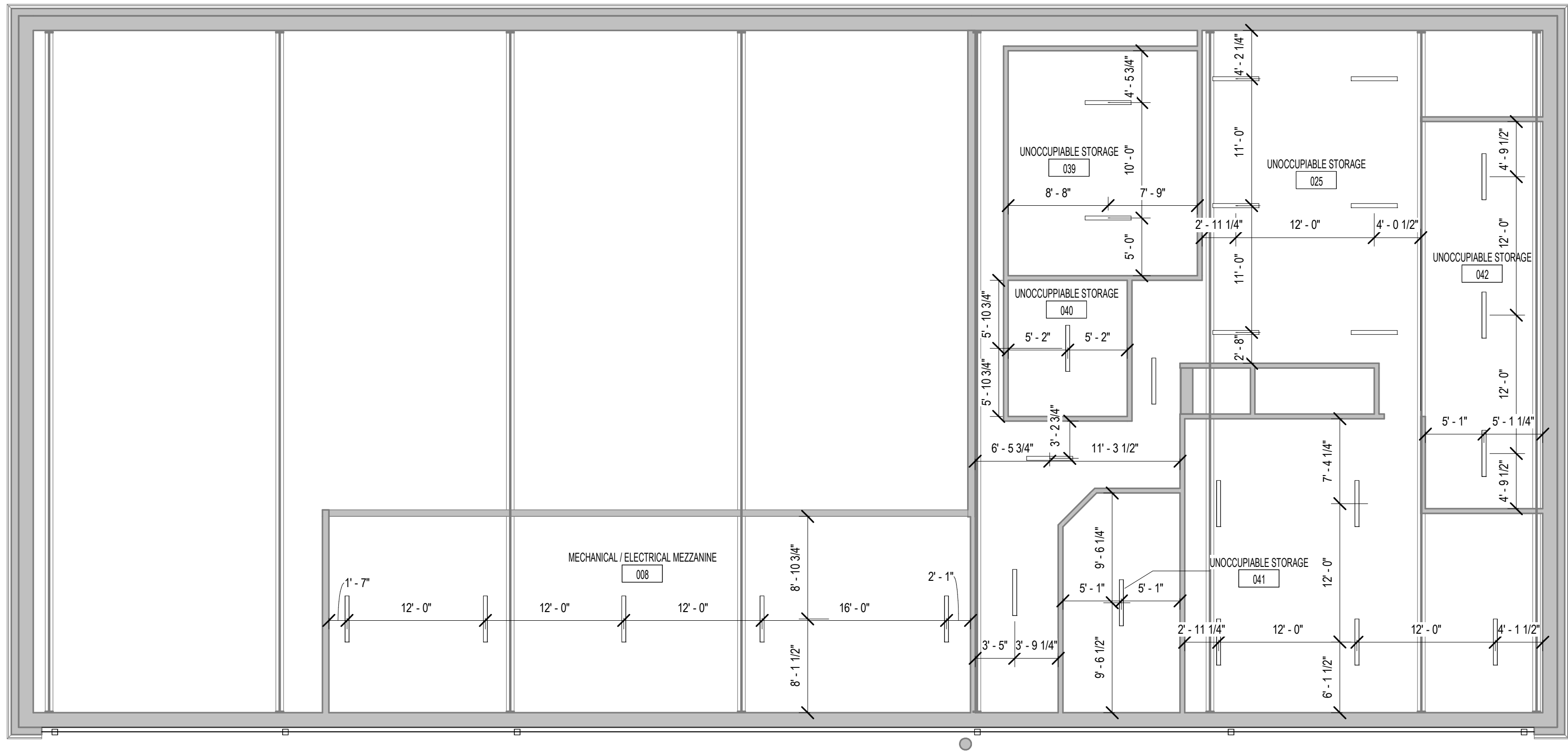
CPCI = CONTRACTOR PROVIDED, CONTRACTOR INSTALLED



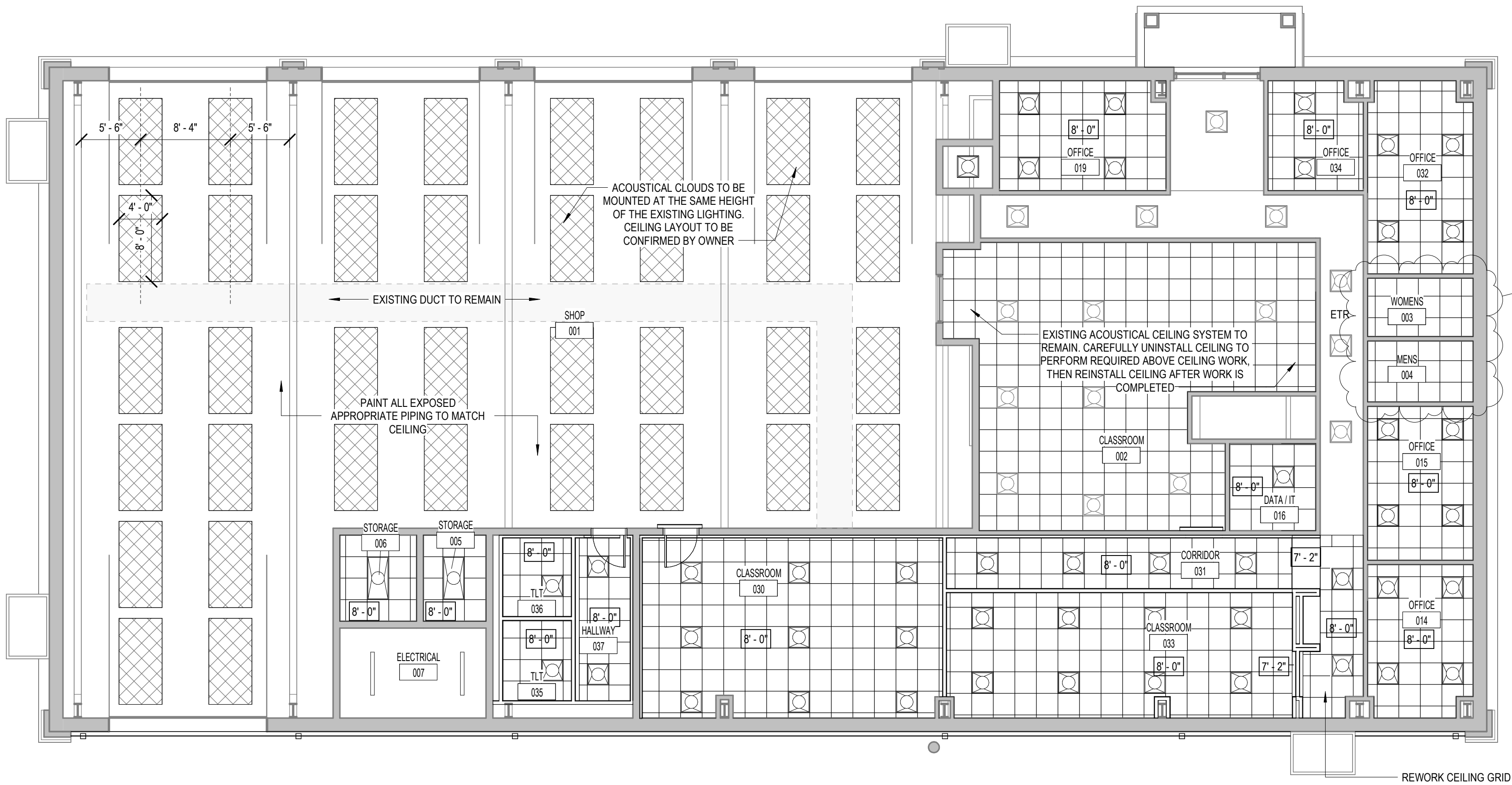
2 ENLARGED RESTROOM PLAN
1/4" = 1'-0"



1 GROUND FLOOR PLAN
1/8" = 1'-0"

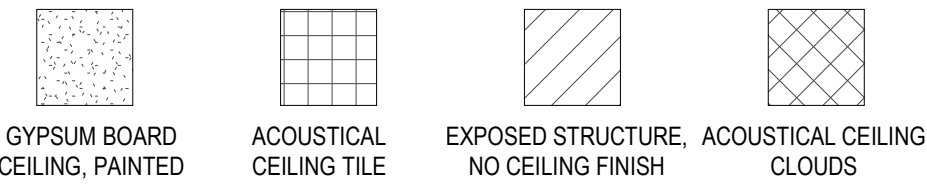


② 2ND FLOOR RCP
1/8" = 1'-0"

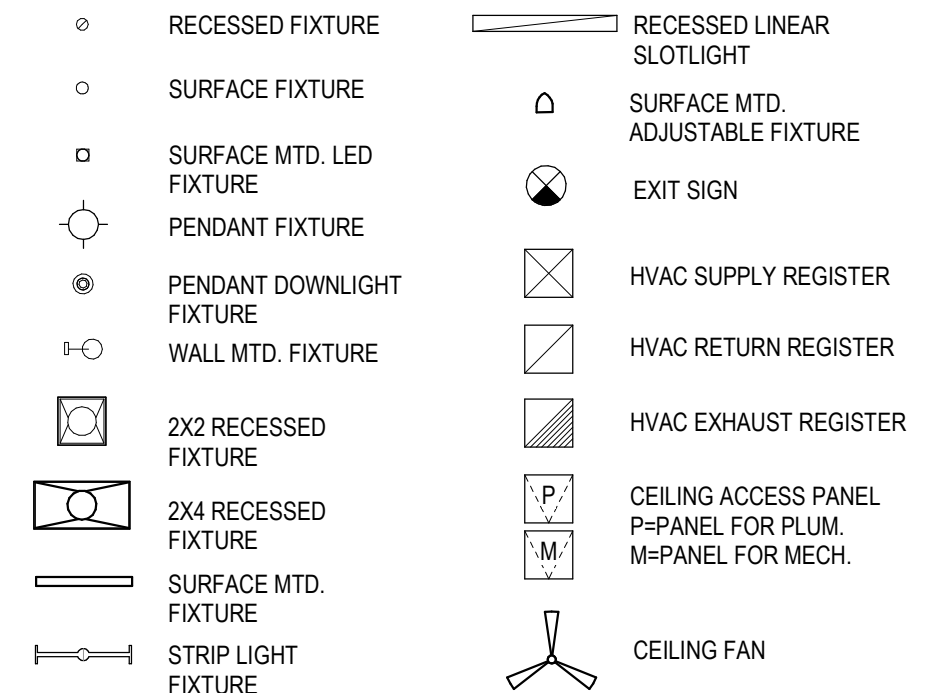


① GROUND FLOOR RCP
1/8" = 1'-0"

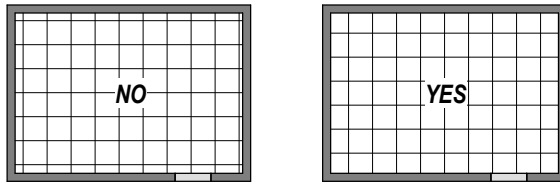
RCP LEGEND



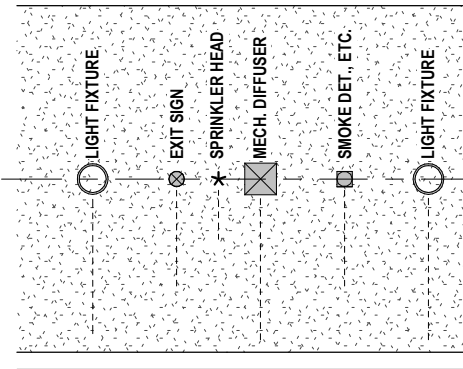
NOTE: INSTALL ACOUSTICAL INSULATION ABOVE ALL NEW CEILINGS.



AVOID USING LESS THAN 1/2 CEILING PANEL DIMENSION AT A.C.T. CEILING PERIMETER



- IN ALL CORRIDORS:
- ALIGN ALL RECESSED CAN LIGHT FIXTURES W/ κ OF CORRIDOR & DIM. AS SHOWN ON RCP.
 - WHERE DIFFUSERS & GRILLES OCCUR, ALIGN W/ κ OF CORRIDOR & CENTER BETWEEN LIGHT FIXTURES.
 - WHERE ALL OTHER ELEC. DEVICES OCCUR IN CEILINGS, CENTER BETWEEN ADJACENT LIGHT FIXTURES, DIFFUSERS, GRILLES, ETC. WHERE POSSIBLE.
 - WHERE SPRINKLER HEADS OCCUR, ALIGN W/ κ OF CORRIDOR & SPACE AS NECESSARY TO ACHIEVE REQUIRED COVERAGE.



PPSD AMTC RENOVATIONS

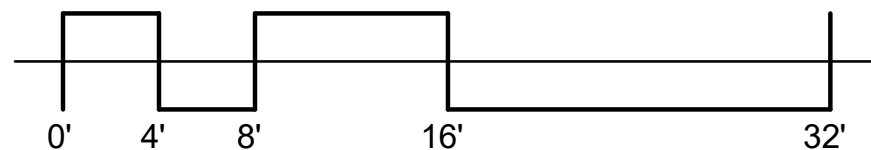
3603 US-80
PEARL, MS 39208

6/19/2026

CONSTRUCTION DOCUMENTS

WBA # 26-003

REVISIONS		
NO.	DESCRIPTION	DATE
1	Addendum 1	7/7/26



FINISH LEGEND								
Category	Finish Code	Finish Type	Manufacturer	Product Name	Color	Finish	Product Size	Installation Method
CEILING FINISH	ACT-1	ACOUS. CLG. TILE	ARMSTRONG	STANDARD	WHITE/FINE		24"X24"	
CEILING FINISH	ACT-2	ACOUS. CLG. TILE	ARMSTRONG	CLEAN ROOM VL	WHITE/FINE		24"X24"	--
CEILING FINISH	ACT-3	ACOUS. CLG CLOUD	ARMSTRONG	LYRA CAPZ	TO BE DETERMINED		48"X96"	SEE RCP
FLOOR FINISH	LVT-1	LUXURY VINYL TILE	PATCRAFT	LONGITUDE	HAZE 00513	--	5.6"X47.5"	RUNNING BOND
FLOOR FINISH	PFT-1	PORCELAIN FLOOR TILE	DALTILE	PORTFOLIO VIVID	ELECTRIC BLUE	--	12"X24"	STACK BOND
WALL BASE	PWB-1	PORCELAIN WALL BASE - BULLNOSE	DALTILE	PORTFOLIO VIVID	ELECTRIC BLUE	--	3"X12"	--
WALL BASE	RB-1	RUBBER BASE	JONHSONITE	TRADITIONAL DURACOVE THERMOPLASTIC RUBBER	CHARCOAL	--	4"	--
WALL FINISH	P-1	WALL PAINT - LIGHT GREY	SHERWIN WILLIAMS	--	SW7065 ARGOS	EGGSHELL	--	--

FINISH SCHEDULE					
ROOM #	ROOM NAME	FLOOR FIN.	BASE	WALL FIN.	CEILING FIN.
001	SHOP	ETR	--	ETR	ACT-3
002	CLASSROOM	ETR	ETR	ETR	ETR
003	WOMENS	ETR	ETR	ETR	ETR
004	MENS	ETR	ETR	ETR	ETR
005	STORAGE	ETR	ETR	ETR	ETR
006	STORAGE	ETR	ETR	ETR	ETR
007	ELECTRICAL	ETR	ETR	ETR	ETR
008	MECHANICAL / ELECTRICAL MEZZANINE	ETR	ETR	ETR	ETR
014	OFFICE	LVT-1	RB-1	P-1	ACT-1
015	OFFICE	LVT-1	RB-1	P-1	ACT-1
016	DATA / IT	LVT-1	RB-1	P-1	ACT-1
019	OFFICE	LVT-1	RB-1	P-1	ACT-1
025	UNOCCUPIABLE STORAGE	ETR	RB-1	P-1	ETR
030	CLASSROOM	LVT-1	RB-1	P-1	ACT-1
031	CORRIDOR	LVT-1	RB-1	P-1	ACT-1
032	OFFICE	LVT-1	RB-1	P-1	ACT-1
033	CLASSROOM	LVT-1	RB-1	P-1	ACT-1
034	OFFICE	LVT-1	RB-1	P-1	ACT-1
035	TLT	PFT-1	PWB-1	P-1	ACT-2
036	TLT	PFT-1	PWB-1	P-1	ACT-2
037	HALLWAY	PFT-1	PWB-1	P-1	ACT-2
038	JAN	ETR	ETR	ETR	ETR
039	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
040	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
041	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
042	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR

FINISH NOTES:

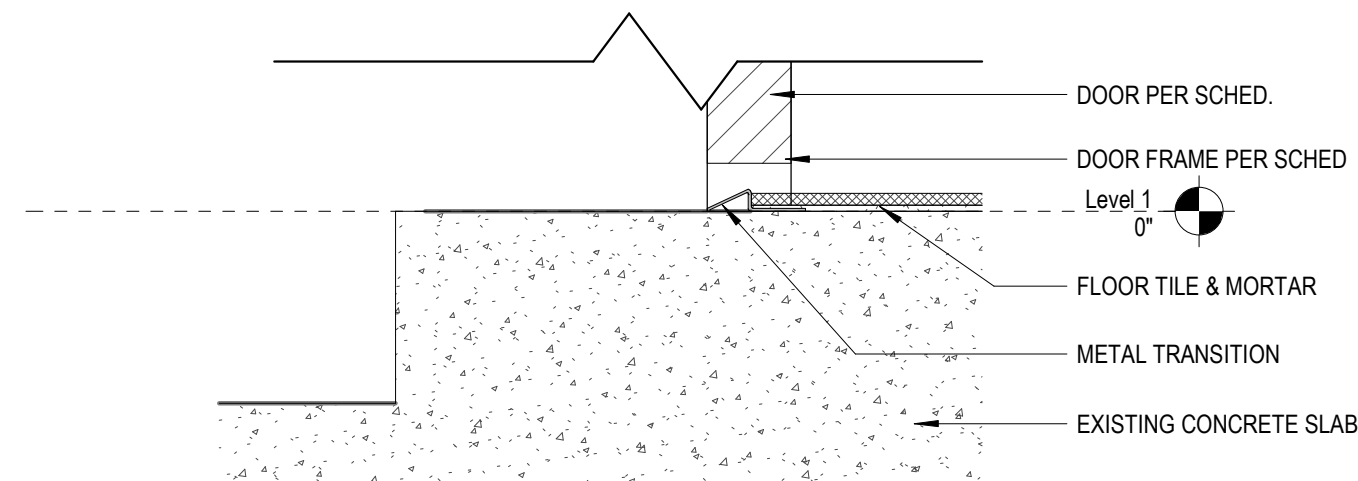
- WHERE TWO FINISH FLOOR MATERIALS MEET, PROVIDE TRANSITIONS AS REQUIRED. FLOORING TRANSITIONS AT DOORS SHALL OCCUR UNDER DOOR IN CLOSED POSITION.
- WHERE TWO FLOORING MATERIALS MEET, A SMOOTH TRANSITION BETWEEN MATERIALS IS REQUIRED.
- FINISH FLOOR MATERIALS TO EXTEND UNDER MOVEABLE EQUIPMENT, APPLIANCES, AND REMOVABLE BASE CABINETS.
- AT FLOOR DRAINS IN AREAS WITH FINISHED FLOORING, SLOPE FINISH FLOOR TO DRAIN UNLESS NOTED OTHERWISE.
- AT FINISH FLOORING, PROTECT FINISH SURFACES FROM DAMAGE DURING THE CONSTRUCTION PHASES.
- UNDER TILE AND RESINOUS (EPOXY) FLOORS, PROVIDE A FABRIC-REINFORCED FLUID APPLIED WATERPROOFING SYSTEM. AT PARTITIONS, TURN UP WATERPROOFING 4" MINIMUM. AT FLOOR DRAINS, PROVIDE COMPATIBLE WATERPROOFING SYSTEM ACCESSORIES.
- UNHDER TILE FLOORS, PROVIDE A CRACK SUPPRESSION MEMBRANE. PROVIDE SUPPORT DATA FROM MANUFACTURER IF WATERPROOFING SYSTEM IS INTENDED TO SERVE THIS PURPOSE.
- AT VERTICAL TRANSITIONS BETWEEN DIFFERENT WALL FINISHES, .TRANSITION AT INSIDE CORNER UNLESS NOTED OTHERWISE.
- FLOOR MOUNTED COMPONENTS (RECEPTALES, ACCESS PANELS, ETC.) TO BE INTEGRATED AND FLUSH WITH FINISH FLOOR.

WALLS:

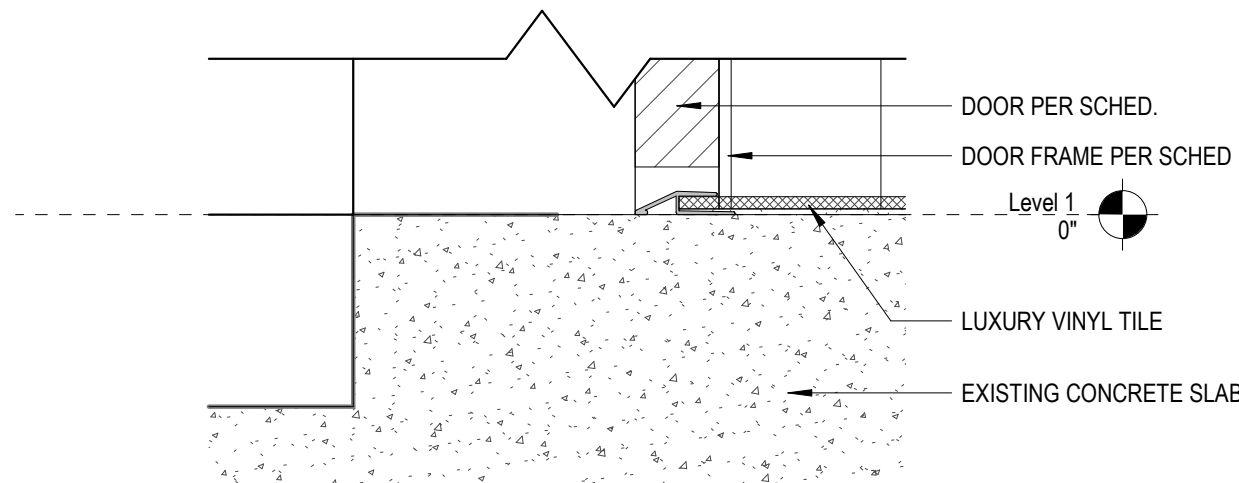
- IN WET AREAS, EPOXY WALL AND CEILING PAINT IS TYPICAL UNLESS NOTED OTHERWISE.

CEILINGS:

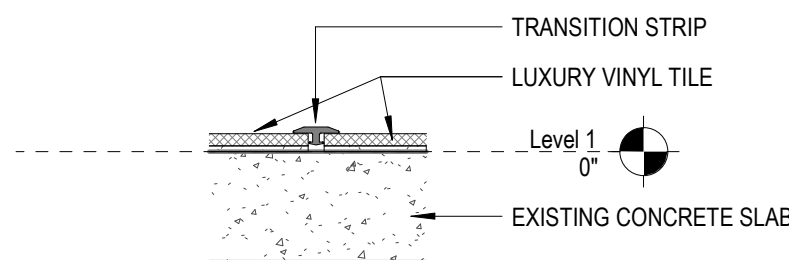
- AT GYPSUM BOARD SOFFITS AND BULKHEADS, PAINT TO MATCH GENERAL CEILING COLOR UNLESS NOTED OTHERWISE.
- AT MECHANICAL DIFFUSERS, ACCESS PANELS, ETC., COLOR TO MATCH ADJACENT WALL OR CEILING COLOR.



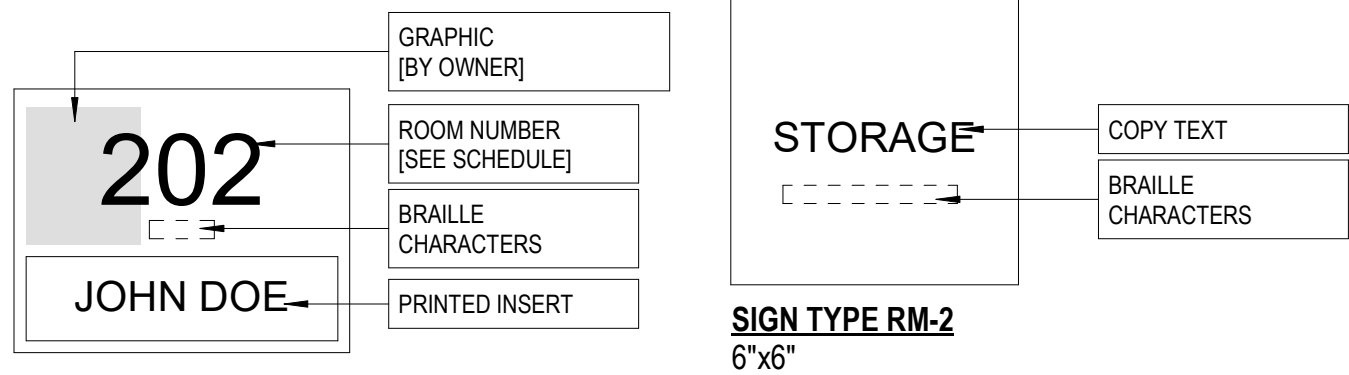
1 FLOOR TRANSITION DTL 1
3" = 1'-0"



2 FLOOR TRANSITION DTL 2
3" = 1'-0"

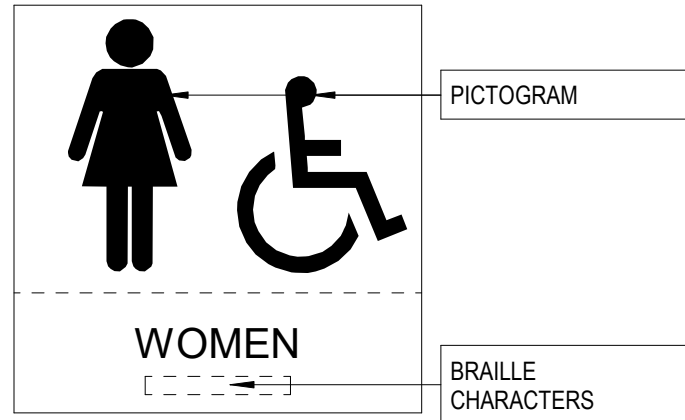


3 FLOOR TRANSITION DTL 3
3" = 1'-0"

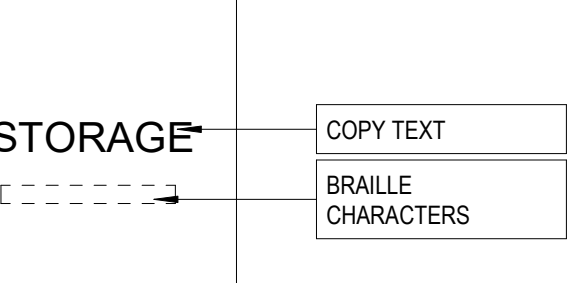
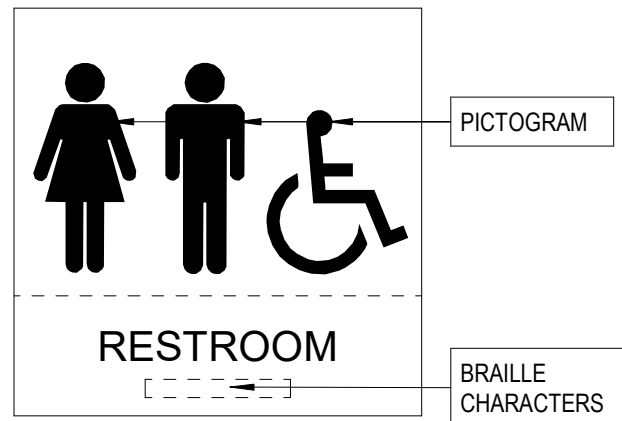


SIGN TYPE RM-1
5.5"x7"

NOTE: UNIT / OFFICE SIGN



SIGN TYPE RM-3
8.5"x8.5"

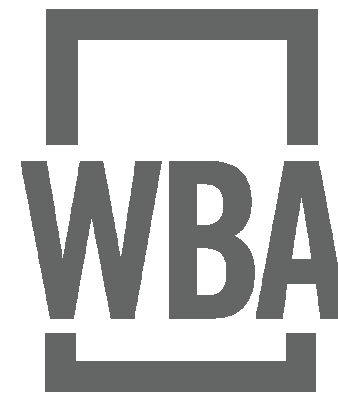


SIGN TYPE RM-2
6"x6"

PER FBC SECTION 1009.11:
IN AREAS OF REFUGE, INSTRUCTIONS ON THE USE OF THE AREA UNDER EMERGENCY CONDITIONS SHALL BE POSTED. SIGNAGE SHALL COMPLY WITH ICC A117.1 REQUIREMENTS FOR VISUAL CHARACTERS. THE INSTRUCTIONS SHALL INCLUDE THE FOLLOWING:

- PERSONS ABLE TO USE THE EXIT STAIRWAY DO SO AS SOON AS POSSIBLE, UNLESS THEY ARE ASSISTING OTHERS.
- INFORMATION ON PLANNED AVAILABILITY OF ASSISTANCE IN THE USE OF STAIRS OR SUPERVISED OPERATION OF ELEVATORS AND HOW TO SUMMON SUCH ASSISTANCE.
- DIRECTIONS FOR USE OF THE TWO-WAY COMMUNICATION SYSTEM WHERE PROVIDED.

SIGN GRAPHICS TO BE INCLUDED IN SIGNAGE SUBMITTAL. MANUFACTURER TO VERIFY SIZE OF SIGN WITH OWNER AND ARCHITECT.



PPSD AMTC
RENOVATIONS

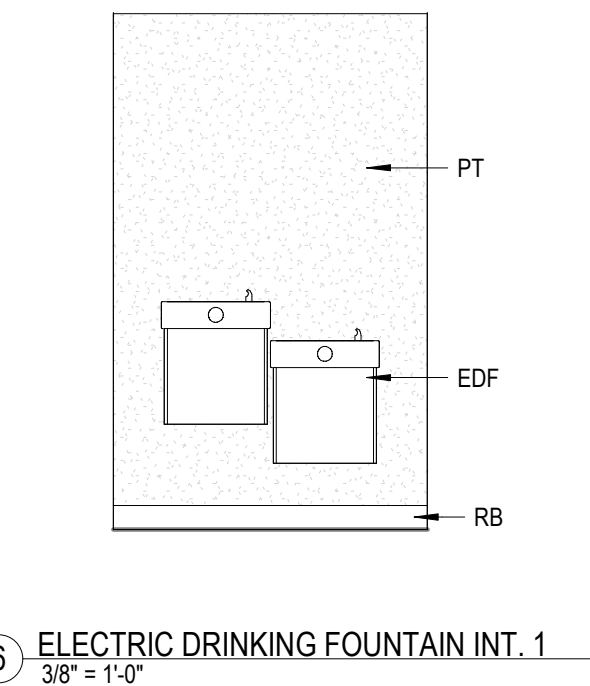
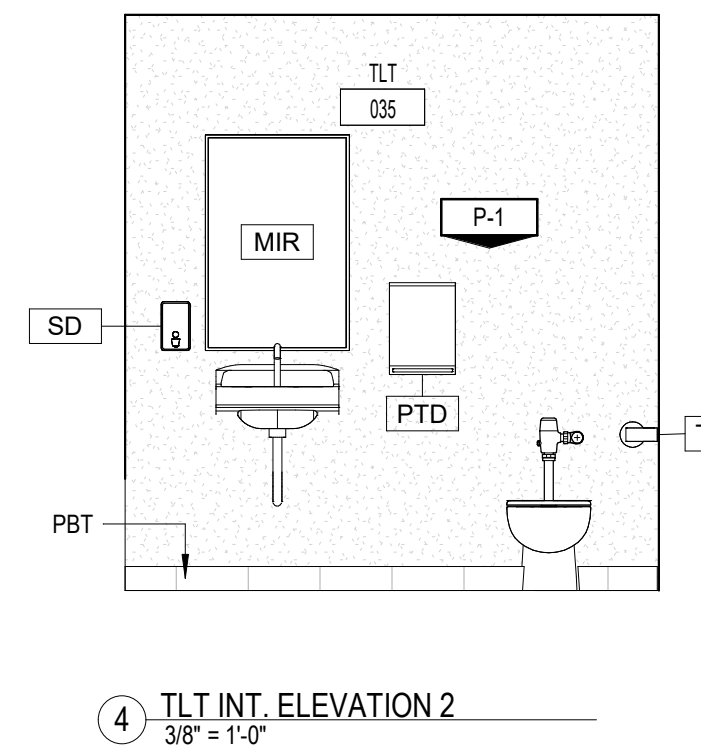
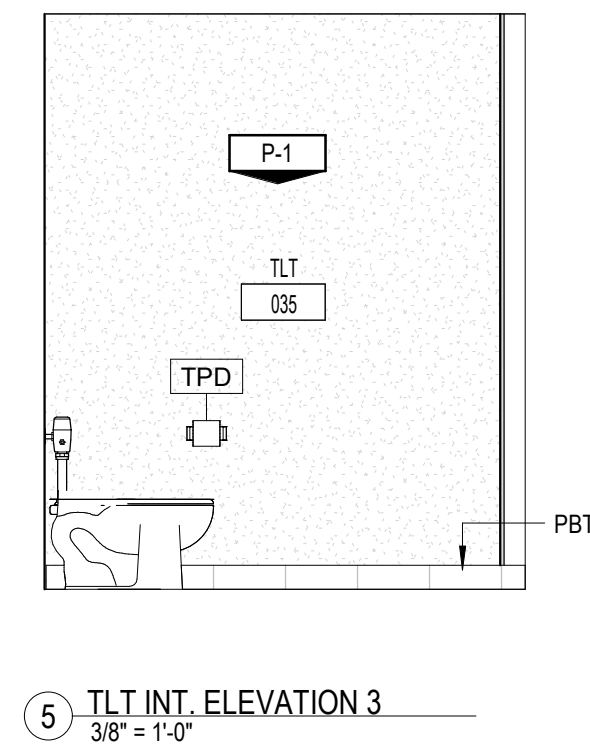
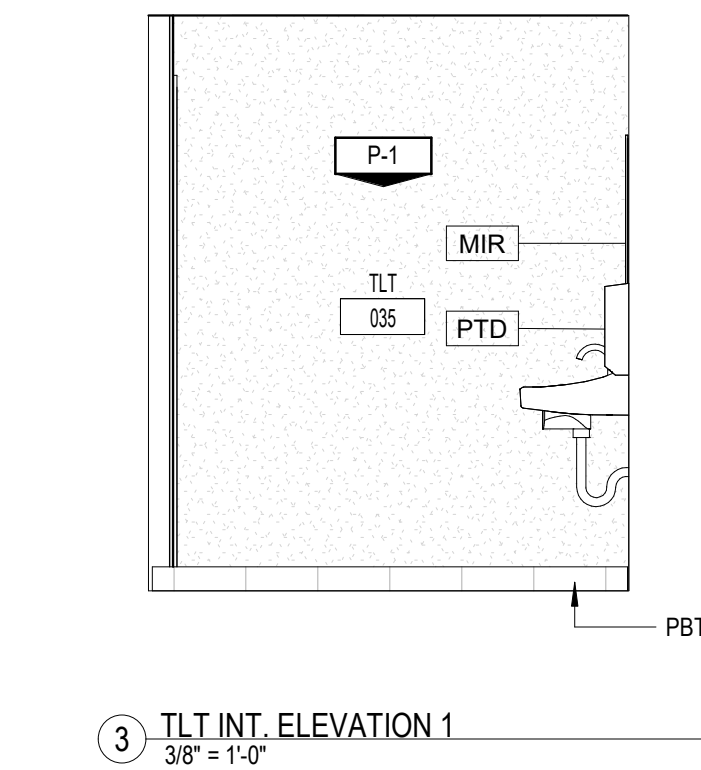
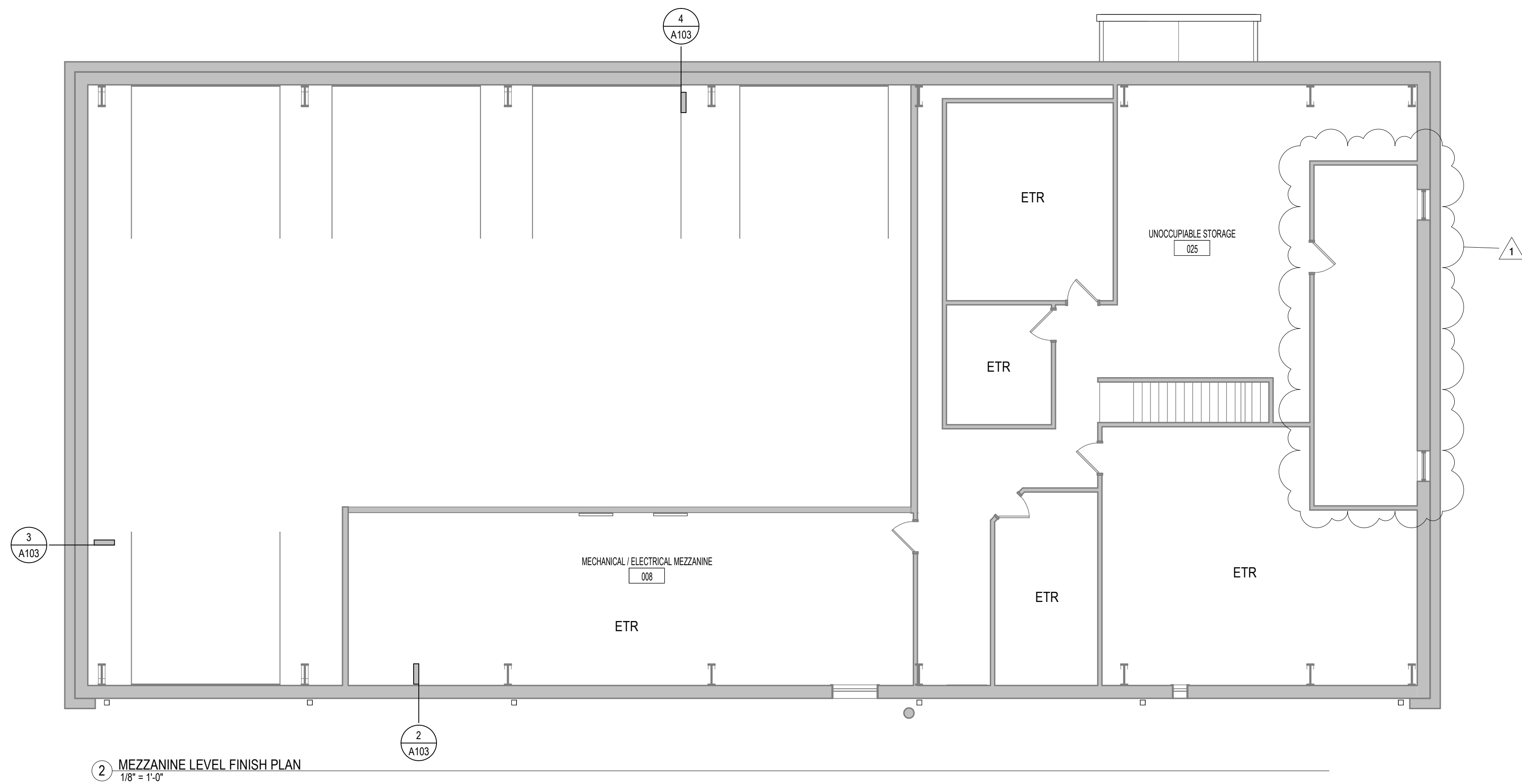
3603 US-80
PEARL, MS 39208

6/19/2026

CONSTRUCTION
DOCUMENTS
WBA # 26-003

REVISIONS		
NO.	DESCRIPTION	DATE
1	Addendum 1	7/7/26

A600
FINISH SCHEDULE
AND DETAILS



ACCESSORIES LEGEND

TPD TOILET PAPER DISPENSER, CPCI. REFER TO SPECIFICATIONS
PTD PAPER TOWEL DISPENSER, CPCI. REFER TO SPECIFICATIONS
SD SOAP DISPENSER, CPCI. REFER TO SPECIFICATIONS
MIR MIRROR, CPCI. REFER TO SPECIFICATIONS

CPCI = CONTRACTOR PROVIDED, CONTRACTOR INSTALLED

FINISH FLOOR LEGEND

LVT-1 (LUXURY VINYL TILE)
PFT-1 (PORCELAIN FLOOR TILE)

FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR FIN.	BASE	WALL FIN.	CEILING FIN.
001	SHOP	ETR	-	ETR	ACT-3
002	CLASSROOM	ETR	ETR	ETR	ETR
003	WOMENS	ETR	ETR	ETR	ETR
004	MENS	ETR	ETR	ETR	ETR
005	STORAGE	ETR	ETR	ETR	ETR
006	STORAGE	ETR	ETR	ETR	ETR
007	ELECTRICAL	ETR	ETR	ETR	ETR
008	MECHANICAL / ELECTRICAL MEZZANINE	ETR	ETR	ETR	ETR
014	OFFICE	LVT-1	RB-1	P-1	ACT-1
015	OFFICE	LVT-1	RB-1	P-1	ACT-1
016	DATA / IT	LVT-1	RB-1	P-1	ACT-1
019	OFFICE	LVT-1	RB-1	P-1	ACT-1
025	UNOCCUPIABLE STORAGE	ETR	RB-1	P-1	ACT-1
030	CLASSROOM	LVT-1	RB-1	P-1	ACT-1
031	CORRIDOR	LVT-1	RB-1	P-1	ACT-1
032	OFFICE	LVT-1	RB-1	P-1	ACT-1
033	CLASSROOM	LVT-1	RB-1	P-1	ACT-1
034	OFFICE	LVT-1	RB-1	P-1	ACT-1
035	TLT	PFT-1	PWB-1	P-1	ACT-2
036	TLT	PFT-1	PWB-1	P-1	ACT-2
037	HALLWAY	PFT-1	PWB-1	P-1	ACT-2
038	JAN.	ETR	ETR	ETR	ETR
039	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
040	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
041	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR
042	UNOCCUPIABLE STORAGE	ETR	ETR	ETR	ETR

FINISH PLAN SYMBOL LEGEND

FLOOR TRANSITION TAG

6/19/2026

CONSTRUCTION
DOCUMENTS
WBA # 26-003

REVISIONS
NO. DESCRIPTION DATE
1 Addendum 1 7/7/26

A601
FINISH PLAN

DEMOLITION NOTES

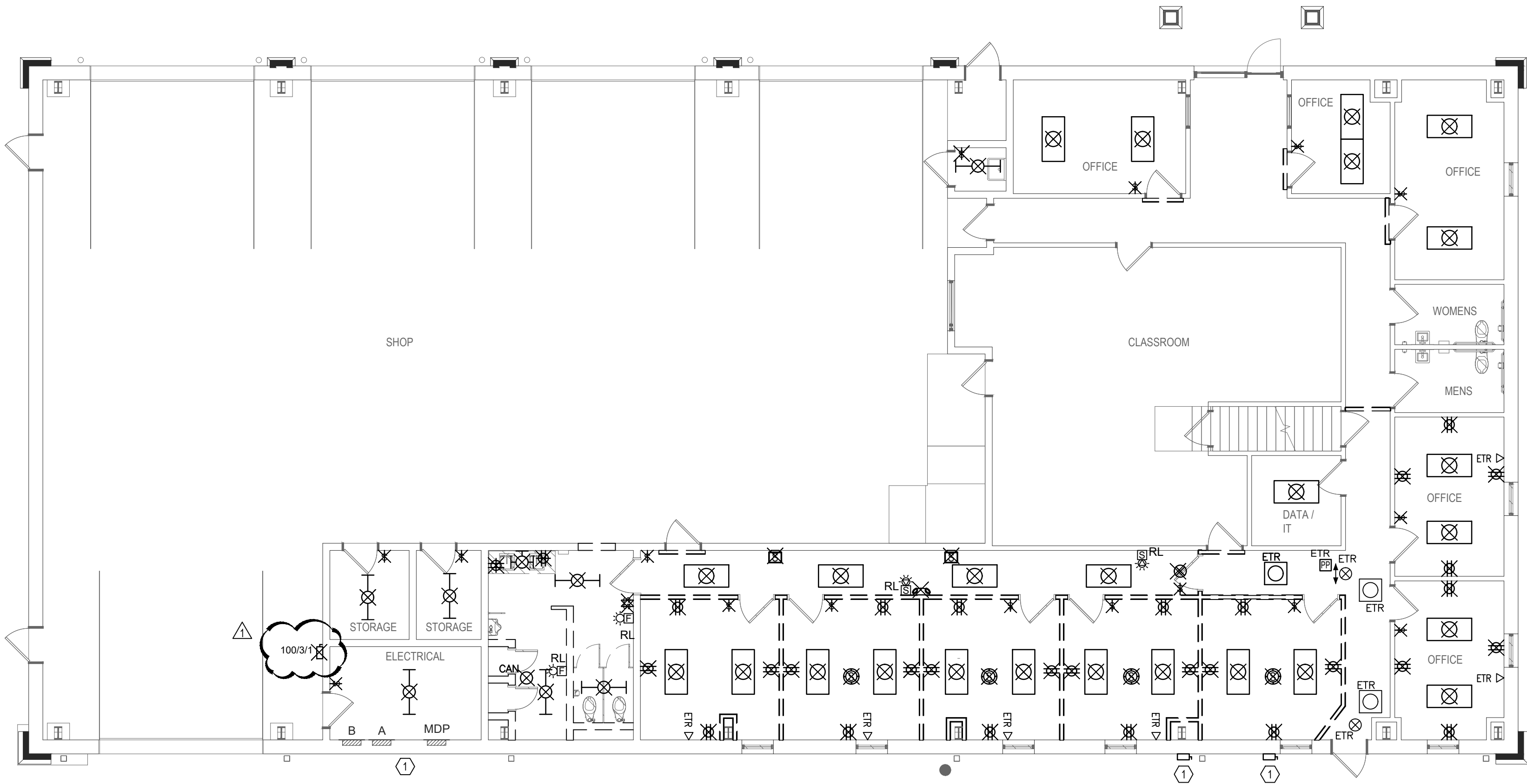
1. THE ELECTRICAL DEMOLITION DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE PROVIDED TO CONVEY THE GENERAL SCOPE OF WORK. ALL EXISTING DEVICES SHALL BE FIELD VERIFIED PRIOR TO BEGINNING WORK OR SUBMITTING PRICES. REROUTE CIRCUITRY OR REFEED EXISTING EQUIPMENT TO REMAIN AS REQUIRED TO FACILITATE THE COMPLETION OF ALL WORK ON THIS PROJECT.
2. THE OWNER SHALL BE GIVEN THE FIRST RIGHT OF REFUSAL FOR ALL EQUIPMENT BEING DEMOLISHED (FIXTURES, GEAR, DISCONNECTS, MOTOR STARTERS, ETC.). THE CONTRACTOR SHALL STORE EQUIPMENT THAT THE OWNER ELECTS TO KEEP AT THE LOCATION ON THE SITE TO BE DESIGNATED BY THE OWNER. ALL OTHER EQUIPMENT SHALL BE DEMOLISHED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
3. ALL EXISTING CIRCUITS IN THE RENOVATED AREAS SHALL BE TRACED BY THE ELECTRICAL CONTRACTOR AND MARKED ACCORDINGLY BEFORE BEGINNING WORK. ALL UNUSED BREAKERS SHALL BE LABELED AS SPARE AND TURNED OFF.
4. PROVIDE NEW TYPED CIRCUIT DIRECTORIES FOR ALL PANELS FEEDING DEVICES IN RENOVATED AREAS. INCLUDE ALL CIRCUITS CONTAINED IN THESE PANELS ON THE DIRECTORIES.

DEMOLITION LEGEND

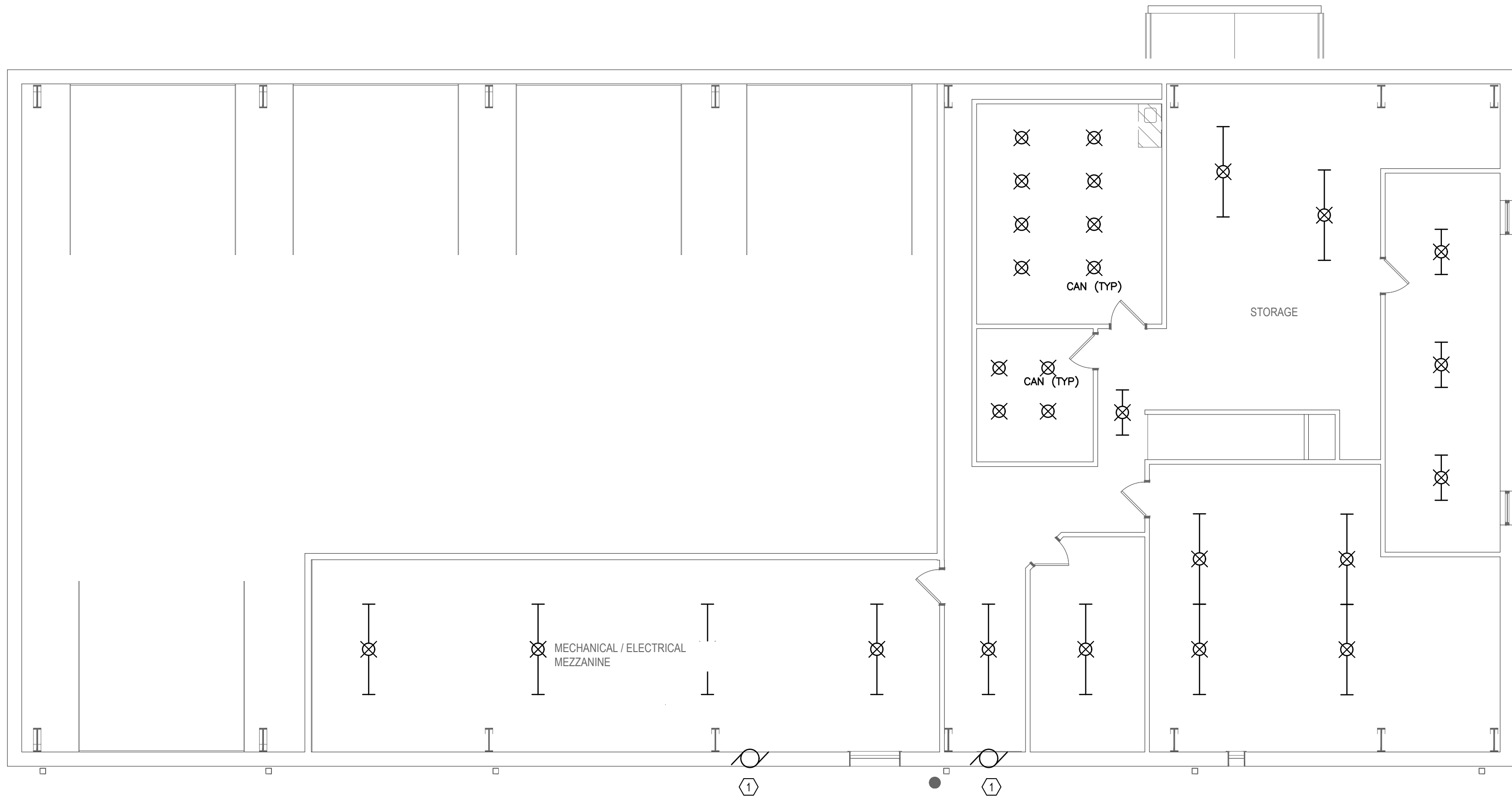
- | | |
|-----|--|
| RL# | EXISTING DEVICE TO BE RELOCATED. NUMBER INDICATES RELOCATED DEVICE. SEE POWER/LIGHTING PLANS FOR NEW DEVICE LOCATIONS |
| × | EXISTING DEVICE TO BE DEMOLISHED IN ITS ENTIRETY. IF THE DEVICE IS ON A DEDICATED CIRCUIT, THE CIRCUITRY SHALL BE DEMOLISHED BACK TO THE PANEL AND THE BREAKER LABELED AS "SPARE". |
| ETR | EXISTING DEVICE TO REMAIN. EXISTING CIRCUITRY TO REMAIN UNLESS SHOWN WITH NEW ON POWER OR LIGHTING PLANS. |

KEYED NOTES

Mark	Description
①	DEMOLISH CIRCUITRY TO EQUIPMENT THAT HAS BEEN REMOVED (CONDENSING UNITS, WELDERS, FANS, ETC)
NOTE: IF A KEYED NOTE IS NOT SHOWN ON A DRAWING, THEN THE KEYED NOTE SHALL BE IGNORED FOR THAT PARTICULAR DRAWING. THIS SHALL DIFFER FROM DRAWING TO DRAWING.	



1
ED100
DEMOLITION PLAN - FIRST FLOOR
Scale: 1/8" = 1'- 0"



1
ED100
DEMOLITION PLAN - MEZZ.
Scale: 1/8" = 1'- 0"

6/22/2026

CONSTRUCTION
DOCUMENTS
WBA # 26-003

REVISIONS		
NO.	DESCRIPTION	DATE
①	ADDENDUM #1	07/07/2026

ED100