PROJECT MANUAL

FOR

COUNTY OF CULPEPER

CARVER CENTER
ABATEMENT & ALTERATIONS

9432 James Madison Highway
Rapidan, Virginia 22733

Invitation to Bid No. BG-17-1105

Sealed bids for the construction of the County of Culpeper Carver Center Alterations will be received in person or via special courier service at the County of Culpeper Administrative Building, Board Room, 302 North Main Street, Culpeper, Virginia 22701, no later than 2:00 p.m., local prevailing time, on Wednesday, December 7, 2016.

A **Mandatory Pre-Bid Meeting** will be held at 10:00 a.m. on Wednesday, November 30, 2016 at the project site.

Architect's Project #1426E

November 16, 2016

SANDERS
ARCHITECTURE PC

16125 Raccoon Ford Rd
Culpeper, Virginia 22701
540-829-2590 (v)
www.sanders-pc.com

CULPEPER COUNTY
CARVER CENTER ALTERATIONS

Project #1432E
County Bid Request No. BG-17-1105

TABLE OF CONTENTS

00300	Invitation to Bid
00350	Instructions to Bidders
00500	Bid Form
00550	Proof of Authority to Transact Business in Virginia Form
00600	Sample Contract Form
00650	Lien Waiver Form
00700	Modified AIA A201 General Conditions

DIVISION 1 – GENERAL REQUIREMENTS

01100	Summary
01140	Work Restrictions
01210	Allowances
01230	Alternates
01250	Contract Modification Procedures
01270	Unit Prices
01290	Payment Procedures
01310	Project Management and Coordination
01320	Construction Progress Documentation
01330	Submittal Procedures
01400	Quality Requirements
01420	References
01500	Temporary Facilities and Controls
01600	Product Requirements
01700	Execution Requirements
01731	Cutting and Patching
01732	Selective Demolition
01770	Closeout Procedures
01800	ACM & Hazardous Materials Scope of Work
08500	Aluminum Windows

NOTE: SEE DRAWINGS FOR ADDITIONAL PROJECT SPECIFICATIONS

INVITATION TO BID

BID REQUEST NUMBER: BG-17-1105

Sealed bids for the construction of the Culpeper County Carver Center Alterations will be received in person or via special courier service at the County of Culpeper Administrative Building, Board Room, 302 North Main Street, Culpeper, Virginia 22701, no later than 2:00 p.m., local prevailing time, on Wednesday, December 7, 2016. The time of receipt shall be determined by the time stamp in the Office. Contractors are responsible for assuring that their bids are stamped by Office personnel by the deadline indicated. Bids received after this time will not be accepted.

The project generally consists of, but is not limited to abatement with selected repairs to abatement areas all under one contract as follows:
Remove existing exterior windows, remove black mastic at carpet & ceiling tiles, selected demolition

Bid documents consisting of the Contract Drawings and the Project Manual with addenda will be available following bid issue at the following locations:

www.sanders-pc.com (PDF download)

Culpeper County Office of Procurement,
Attention: Alan Culpeper
101 S. West Street, Suite 300
Culpeper, VA 22701
FAX: 540-727-3486
aculpeper@culpepercounty.gov

Written questions must be submitted to the Office of Procurement, 101 S. West Street, Suite 300, Culpeper, Virginia 22701, no later than 2:00 p.m., local prevailing time on Friday, December 2, 2016.

A mandatory **Pre-Bid Meeting** will be held at 10:00 a.m. on Wednesday November 30, 2016 at the site – 9432 James Madison Hwy, Rapidan, VA 22733. Bidders shall be required to sign a register sign-in sheet as the representative of the named firm. Failure to attend any portion of the mandatory Pre-Bid Meeting, and failure to sign the sign-in sheet will disqualify Bidders from submitted bids. **NOTE: The Purchasing Agent will pick-up the register sign-in sheet after 20 minutes and respondents showing up after 10:20 A.M. will not be allow to sign in on the register sign-in sheet.**

Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement. Failure to provide this information with the bid form shall result in the bid being declared non-responsive. Bids shall be accompanied by either a cashier's check or certified check or bidder's bond in the amount of 5 percent of the bid amount made payable to the County of Culpeper.

A bid may not be modified, withdrawn or canceled by the bidder after the time and date designated for the receipt of bids and for 90 days thereafter except as provided by Section 2.2-4330, Chapter 7 of the Code of Virginia. Bidders should be prepared to start work early September, 2015.

Bidders must be registered Class A contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended. Bidders should have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale.

If a contract is awarded, a separate performance bond and a payment bond (AIA Document A312) for 100% of the contract amount, including any additions and/or deductions, shall be provided by the successful bidder.

The Owner reserves the right to waive informalities and/or reject any and all bids.

END OF SECTION

CULPEPER COUNTY

CARVER CENTER ABATEMENT & ALTERATIONS

Project #1432E

Culpeper Bid #BG-17-1105

INSTRUCTIONS TO BIDDERS

All questions & interpretations:	Culpeper County Office of Procurement Attention: Alan Culpeper 101 S. West Street, Suite 300 Culpeper, VA 22701 FAX: 540-727-3486 aculpeper@culpepercounty.gov
Submit Bids:	Culpeper County Attention: Alan Culpeper – Office of Procurement 302 North Main Street Culpeper, VA 22701

EXPLANATION TO BIDDERS: Any questions regarding the meaning or interpretation of the Construction Documents or other documents relating to the performance of this work must be requested in writing no later than (7) days before the submission of their bids. Any interpretations made will be in the form of an addendum and will be furnished to all perspective bidders. Receipt of addendum shall be acknowledged on the bid form. No oral interpretations will be given. Oral explanations given before the contract award will not be binding.

ALTERNATES & SUBSTITUTES: Alternate products or manufacturers bidders consider equal to those specified and propose to include as part of the construction document scope of work should be submitted during the bid questions period and approved by the Architect before bids are received. Bidders are encouraged to quote on substitute products in accordance with Division 1 General Requirements by listing them on the bid form and by indicating the additional cost or credit. The Owner reserves the right to reject proposed substitutes. The bid price for each substitute shall include all costs to all trades affected by the substitute and all costs to incorporate the substitute into the project. Later requests for additional monies or time for substitutes will not be permitted.

SITE EXAMINATION: Bidders must visit the site, examine the construction documents and take other steps as may be necessary to ascertain the nature and location of the work. Further, bidders should investigate observable site conditions that may have bearing on the performance, supervision, material staging, costs and time to complete the work. Failure to take such steps will not relieve the Contractor of his responsibility to successfully complete the work. Requests for extras relating to existing conditions readily observable at the time of bidding will be denied.

A mandatory pre-bid conference will be held at the time and place stated in the Invitation to Bid.

BIDDERS QUALIFICATONS: Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement. Failure to provide this information with the bid form shall result in the bid being declared non-responsive.

Bidders should be prepared to start work following award of Contract and notice to proceed.

Bidders must be registered Class A contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended. Bidders should have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale in occupied spaces.

Before a bid is considered for award, the bidder must give evidence of a minimum of 5 years of demonstrated experience in performing comparable work in occupied spaces with comparable site work and provide at least two references for equivalent projects in occupied buildings, financial resources, company safety plan, list of proposed sub-contractors, evidence of authority to conduct business in the jurisdiction where the project is located and any other criteria the Owner deems relevant to the successful performance of the contract.

SUBMISSION OF BIDS: Submit bids in duplicate with original signatures on the enclosed bid form with additional attachments including proposed substitutions and unit prices as requested or proposed. Repeat notation "contractor's current Virginia Class A license No. _____" on outside of inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

Culpeper County
Attn: Alan Culpeper – Office of the Purchasing Agent
302 North Main Street
Culpeper, Virginia 22701

Note on the inner envelope:

Culpeper County Carver Center Abatement & Alterations – BG-17-1105
Provide bid security as stated in the Invitation to bid.
Bid receipt deadline will be as stated in the Invitation to Bid.
A public bid opening will be held.

If a bid contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location. No other correspondence or other bids should be placed in the envelope. Culpeper County will not accept facsimile and/or electronic bids.

To be considered for selection, bids must be received by Culpeper County by the designated date and hour. Bids received after the date and hour designated are non-responsive, automatically disqualified and will not be considered. Culpeper County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the County by the designated date and hour.

BID MODIFICATION: No bidder shall withdraw, modify or cancel any part of his bid for the number of days stated on the bid form following the date of bid receipt except as provided by Code of Virginia Section 2.2-4330(a) Procedure (1) or (2).

Bids may be withdrawn or modified by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the receipt of bids.

Bids may be withdrawn after the date for submission in accordance with Section 2.2-4330(a) Procedure (1). The bidder shall give written notice in writing of his claim of right to withdraw his bid within (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Failure to submit contractor's work papers will be considered as a waiver of any right of withdrawal of bids after the date for submission.

FORMS: Agreement, insurance certificate, and bonds shall be drawn on forms identical to those bound within this project manual.

BONDS: Bids shall be accompanied by either a cashier's check or certified check or bidder's bond in the amount of 5 percent of the total bid amount made payable to the County of Culpeper. Bonds shall be with a surety company acceptable to the Owner. A performance bond and a labor and material payment bond (AIA Document A312) will be required in the amount of 100 percent of the total bid, including any additions and/or deductions and shall be provided by the successful bidder.

> AWARD OF CONTRACT: The County will evaluate and award to the lowest responsive, responsible bidder complying with all provisions of the Invitation to Bid (IFB), provided the bid price is reasonable and it is in the best interest of the County to accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. The Procurement Department reserves the right to conduct any test/site visit of the Contractor's work facility it may deem advisable to make an evaluation.

Submission of post bid information shall be in accordance with the contract documents.

ADDENDA: An addenda extending the date for receipt of bids or withdrawing this Invitation to Bid may be issued at any time prior to the date set for the receipt of bids. It is the responsibility of each bidder to provide the County with the name, e-mail address, telephone number and fax number of the person to whom addenda should be sent.

IMMIGRATION REFORM AND CONTOL ACT OF 1986: The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Bid Form - BG-17-1105

CARVER CENTER ABATEMENT & ALTERATIONS CONTRACT WORK

Name of Bidder: _____

Date: _____
(Bidder, fill-in date)

Submit Bids To: Mr. Alan Culpeper
County of Culpeper
Office of the Purchasing Agent
302 North Main Street
Culpeper, Virginia 22701

Re: **Culpeper County Carver Center Abatement & Alterations**

9432 James Madison Hwy, Rapidan, VA 22733

In compliance with the Invitation to Bid, and having carefully examined the General Conditions of the Contract as amended, the Specifications and the Drawings, dated November 16, 2016 and

Addenda Number (s) _____, and
(Bidders shall insert Addenda Number (s); if none, so state)

after carefully examining the site and all conditions affecting the work, the undersigned hereby proposes to furnish all bonds, fees, labor, materials, equipment, tools and supervision required to complete all work required by and in accordance with the above named documents for the following prices:

BASE BID:

Abatement & Repair – Phase 1

_____ Dollars ($_____)

Add Alternate No. 1:

Unit cost (each masonry opening) Window Abatement & Opening Protection

_____ Dollars ($_____)

Add Alternate No. 2:

Unit Cost (SF) ACM floor tile & re-paint floor

_____ Dollars ($_____)

Add Alternate No. 3:

TBD

_____ Dollars ($_____)

Time:

Bidder agrees to commence work on or before the date specified in the Notice to Proceed and to substantially complete the work within 90 days of the Notice to Proceed.

Unit Costs:

This contract contains unit costs as indicated.

Contingency (Not Used)

Confirmation of Site Conditions:

The project was visited on the following date and time. I have reviewed project specifications and understand all bid requirements.

Project Site: _____, Time _____

Person who visited the site: _____

Job Title: _____

Confirmation of Bidder's Requirements

Bidder confirms that work will be performed in and around a public, occupied facility and that facility operation, site management, public safety & traffic control are an integral part of the work.

Bidder confirms that the Bidder has a published company Health & Safety plan that must be submitted and reviewed by the Owner prior to bid award.

Qualifications:

1- Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement.

2- Bidders shall have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale in and around occupied spaces. Please provide at least two current references for equivalent projects:

a. _____

b. _____

Bid Submittals:

Bid Security: A Bid Bond in the amount of five percent (5%) of the base bid amount is attached. Bids shall be valid for 90 calendar days.

Identification of Key Subcontractors:

Demolition_____

By submitting this proposal the undersigned Bidder certifies that he/she is a Class "A" Contractor, holding license number _____ issued by the Commonwealth of Virginia Department of Commerce pursuant to Chapter 11 of Title 54.1, Code of Virginia 1950 (as amended), and that the referenced license is valid and has not been suspended or revoked.

Respectfully submitted by:

_____
Company

_____
By

_____
Business Address

_____
City, State and Zip Code

If a Corporation:

_____
President

_____
Treasurer

Corporation in the State of _____ (Seal)

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF BID/PROPOSAL

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator.

If this bid/proposal for goods or services is accepted by the County of Culpeper, Virginia, the undersigned agrees that the requirement of the Code of Virginia § 2.2-4311.2 have been met.

Complete the following by checking the appropriate line that applies and providing the requested information.

A.____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B.____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C.____ bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of pager if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

_____
Legal Name of Bidder/Offeror

_____
Legal Name of Company

_____
Authorized Signature

_____
Print or Type Name and Title

Date:_____

CONSTRUCTION CONTRACT

BID REQUEST NUMBER: BG-17-1105

SUBJECT: CULPEPER COUNTY
CARVER CENTER ABATEMENT & ALTERATIONS

BY AND BETWEEN:

Owner:

County of Culpeper
302 North Main Street
Culpeper, Virginia 22701
540-727-3409

and the Contractor:

Telephone:
Fax:
E-Mail:

This Agreement is entered into this [ ] day of , 20 between the County of Culpeper, hereinafter called the "Owner" and _____ , hereinafter called the "Contractor". The Project is the Culpeper County Carver Center Abatement & Alterations. On behalf of the Owner, the Contract is administered by the Director of Environmental Services. Except has provided herein, this Agreement is prepared in accordance with the Culpeper County Purchasing Resolution and the Virginia Public Procurement Act which are incorporated into this Agreement by reference and made a part hereto.

A. Definitions

As used in this Agreement the terms are defined as follows:

1. "Owner" shall mean the **County of Culpeper** which adopts for purpose of this Agreement the Culpeper County Purchasing Resolution and all other applicable laws, regulations or ordinances authorizing contract formation.

2. "Owner's Contract Administrator" assigned to administer this Contract on behalf of the Owner is Culpeper County Department of Environmental Services. The Contract Administrator may on behalf of the Owner, designate a Project Manager and Construction Manger, who shall have such authority to act on behalf of the Owner as may be established.

3. "Contractor" shall mean _____, who is responsible for the performance obligation of the Contractor under this Agreement.

4. "Contractor Representative." The Contractor shall designate an authorized representative who shall be authorized to accept all notices and act on behalf of the Contractor under this Agreement.

5. "Architect" shall mean Sanders Architects, PC, who is the authorized Architect assigned by the Owner under the terms of the Agreement. The Architect shall have no authority to bind the Owner to additional time or funds, unless such authority has been previously agreed to in writing by the Owner.

B. Incorporation of Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Project Manual, Plans/Drawings, Addenda issued prior to the execution of this Agreement, the Invitation For Bid, Instructions To Bidders, Contractor's Bid Pricing Proposal Form, Contractor's Schedule of Values, Performance Bond, Labor and Payment Bond and Contractor's Certificate(s) of Insurance and other documents listed in this Agreement, in the AIA A201 General Conditions and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Such documents for the Contract are incorporated by reference as fully a part of the Contract Documents thereof as if attached to this Agreement as Exhibits or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

C. Precedence of Documents

This Agreement shall take precedence over all other Contract Documents. Where there is a conflict in provisions, the following order shall take precedence:

1. Contract Agreement executed by the Parties
2. AIA A201 General Conditions for Construction, as modified by the Owner
3. Project Manual
4. Plans / Drawings
5. Contractor's Bid Pricing Proposal Form, Instructions To Bidders, Invitation For Bid
6. Culpeper County Purchasing Resolution

D. Statement of Work

The Contractor shall fully execute the Work described in the Agreement and Contract Documents and reasonably inferable there from to produce the indicated results from the Contract Documents, provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other work and supply all other things necessary, to fully and properly perform in a workmanlike manner in accordance with standards of care described in the Documents and Section 1.1.6 of the General Conditions and Section 01400 of the Project Manual, and complete the Work, as required for the Project.

The project generally consists of, but is not limited to selected ACM abatement to include exterior window removal & opening protection, ACM mastic removal at 12"x12" ceiling tiles & ceiling repair, ACM mastic removal under carpet and floor prep for new finish by others, ACM floor tile & mastic removal, floor prep and new floor paint.

The work is more fully described in the Project Manual and Drawings.

During the contract construction period, the successful Contractor shall have limited use of the site & facility. Other portions of the site & facility will be occupied.
The Contractor shall fully execute the Work described in the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. To the extent the Contractor is performing preconstruction services pursuant to the Contract Documents, such preconstruction services shall not be considered professional design services, and the Architect shall retain sole responsibility and liability for the design of the Project.

The Owner and Contractor agree that the Owner has selected the Contractor for this Project because of the Contractor's special expertise in constructing similar projects. The Contractor warrants (a) that before executing this Agreement and before commencing construction for any phase of Work, the Contractor has carefully reviewed and shall

carefully review the Project site, all Contract Documents, and (b) that all Work described in the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results has been included in the Contract Sum.

E. Contract Sum

In return for the services identified herein, the Owner shall compensate the Contractor the total Contract Sum amount for all work and services required by this Agreement and the Contract Documents: ($_____.00) "Contract Sum" or "Lump Sum".

The Contract Sum price is a single amount which covers all costs of the Work (without providing a cost breakdown or unit price items), such as for building, site work, equipment, labor, material, overheads, miscellaneous costs and services. It also includes the Contractor's Fee (profit) for completing the items of work comprising the Project, including but not limited to all site work and site conditions, materials, equipment and systems required by the Plans and Specifications without exception.

No costs of the Work shall be reimbursed to Contractor other than as provided for in the agreed Contract Sum which may only be modified as provided for herein.

F. Time of Commencement and Completion (Contract Time)

The Contractor shall achieve Substantial Completion of all the Work, including fully operational building systems, and obtain occupancy permits or final permit approval for all permits no later than ____90____calendar days after date of written Notice to Proceed with the Work is furnished to the Contractor by the Owner. Substantial Completion is designated as the Contract Time. Substantial Completion is more defined in AIA A201 General Conditions, Article 9.8.

The Contractor shall use commercially reasonable efforts to achieve (i) the full completion of the entire Work in accordance with the Contract Documents, and (ii) the full performance of all of the Contractor's other obligations under the Contract Documents except for the Contractor's responsibility to correct Work as set forth in the General Conditions of the Contract and to satisfy other requirements, if any, that extend beyond final payment to the Contractor ("Final Completion" or "Date of Final Completion") within 60 days after Substantial Completion of the Work. Such time may be adjusted as provided by this Agreement and Contract Documents. The Date of Final Completion shall be reflected in the Schedule of Values.

G. Time of Essence and Liquidated Damages

Contractor acknowledges and agrees that time is of the essence in completing the Work required hereunder. If the Contractor fails to achieve Substantial Completion of the

Work within the time allotted by this Agreement, as such date may be modified in accordance with the terms of the Agreement, the Contractor shall pay the Owner liquidated damages, not as a penalty, in the amount of two hundred Dollars **($200**) per calendar day until Substantial Completion of the Work on the Project is achieved. The Owner may deduct any liquidated damages from any amounts due Contractor or Owner may require Contractor to pay any liquidated damages, which exceed amounts due to Contractor within thirty (30) days after such request.

H. <u>Progress Payments</u>

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

The Contractor hereby agrees that on or about the 25th day of the month for every month during the performance of the Work, it will deliver to the Architect an Application for Payment in accordance with the requirements set forth in this Contract and provisions of the General Conditions and Specifications. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor.

Prior to submission of each Application for Payment, the Contractor shall submit to the Construction Manager an updated Construction Progress Schedule. Applications for Payments shall be submitted in accordance with General Conditions Article 9.3 and shall be made Net 30 days from receipt of each properly completed application and receipt of updated Construction Progress Schedule pursuant to General Conditions Article 9.4.

Each Application for Payment shall be based upon the Schedule of Values pursuant to General Conditions Article 9.2. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner and Contract Administrator may require. The Schedule of Values shall be used by the Contract Administrator as a basis for reviewing the Contractor's Application for Payment.

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

For determining calculation, take the portion of the Contract Sum properly allocable to the completed Work as determined by multiplying the percentage completion of each lump sum portion of the Work by the share of the total Contract Sum allocated to that lump sum portion of the Work in the Schedule of Values less five percent (5%) retainage. Add that portion of the Contract Sum properly allocable to unit price items, less five percent (5%) retainage.

The Contractor shall subtract the aggregate of previous payments made by the Owner and subtract any amounts for which the Owner has withheld or nullified a Certificate of Payment.

Progress payments will not constitute acceptance by the Architect or the Owner of such Work in place or stored materials, nor will these payments be construed as a waiver of any right or claim by the Owner regarding such Work or stored materials.

In addition to the requirements set forth elsewhere in the Contract Documents, progress payments shall not be due until the following conditions have been achieved:

1. The Contractor has submitted a complete, correct and sworn Application for Payment in an Owner-approved format showing all money paid out and costs incurred to the date indicated in the Application for Payment.

2. The Contractor has submitted an executed subcontract for each subcontractor and supplier requesting payment; and

3. The Contractor has submitted, on forms acceptable to the Owner, conditional lien waivers for the amount of the current request and unconditional lien waivers for the total amount of payments received to date for the Contractor and first tier subcontractors and direct suppliers.

Final Payment shall be made by the Owner when the Work has been fully performed by the Contractor and, Final Completion has been met, and all close-out documentation has been provided to and accepted by the Owner in accordance with General Conditions Article 9.10.

I. <u>Subcontractor Payment Provisions</u>

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to the following:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the Owner for work performed by a subcontractor under the Contract.

    a. Pay subcontractor for the proportionate share of the total payment received from the Owner attributable to the Work performed by that subcontractor under the Contract; or
    b. Notify the Owner and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor’s payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all moneys owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1(b) of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2 and 3 of this section with respect to each lower-tier subcontractor.

In the event the Contractor fails to make such timely payments and cannot demonstrate, to the reasonable satisfaction of the Owner, that it has a valid reason for withholding payment, the Owner, at its sole election, may issue joint checks to the Subcontractors and suppliers, and such payments shall be deemed to be payments to the Contractor under this Contract. The Owner's right to elect to issue joint checks shall not give rise to an obligation for the Owner to do so for the benefit of the Contractor, subcontractor, or anyone else.

J. <u>Modifications or Changes to This Contract</u>

All modifications and changes to this Contract shall be in writing.

The Director of Environmental Services, with the concurrence of the Purchasing Agent, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance subject to the availability of appropriated funds. Such changes shall be ordered in writing specifically designated to be a "Change Order". Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

Contractor need not perform any work described in any Change Order unless it has received a written certification from the Owner that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Owner/designee shall have authority at its determination to order Change Directives pursuant to General Conditions AIA201, Article 7 as modified by the Owner.

The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Purchasing Agent requires submission of a cost proposal prior to the initiation of any changed work or services. Later notification shall not bar the honoring of such claim or demand unless the Owner is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

Any notice, consent, demand or request required or permitted by this Contract shall be in writing, and shall be deemed to have been sufficiently given when personally delivered, sent by facsimile transmission, or deposited in the United States mail, postage prepaid and addressed as follows:

If to County:	Paul Howard, Director of Environmental Services Culpeper County 118 West Davis Street, Suite 100 Culpeper, Virginia 22701
If to Architect:	Dex Sanders Sanders Architecture, PC 16125 Raccoon Ford Road Culpeper, VA 22701
If to Contractor:	_____

K. <u>Non Discrimination Clause</u>

1. During the performance of this Contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

2. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over $10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

L. Drug-free Workplace for Contracts over $10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase orders of over $10,000.00, so the provisions will be binding upon each subcontractor or contractor.

A *"drug-free workplace"* means a site for the performance of work or work done in connection with the Contract awarded to a Contractor where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

M. Governing and Compliance Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court for Culpeper County, Virginia. The Contractor hereby waives any right, which may exist under federal Law, to remove any case to Federal Court.

The Contractor represents and covenants that the articles, materials and services furnished hereunder will be produced and rendered in accordance with all applicable federal, state and local laws, regulations and orders, including, but not limited to, all applicable environmental laws, rules, regulations and orders, the applicable provisions of the Fair Labor Standards Act of 1938, as amended, the Davis-Bacon and Related Acts, and any applicable unemployment and workers' compensation laws, rules and regulations. The Contractor also covenants and warrants that the products and/or services supplied hereunder will comply with all current applicable federal and state Occupational

Safety and Health Acts and all current applicable rules, regulations, and standards issued thereunder.

GOVERNING LAW AND VENURE; NO ARBITRATION OR MEDIATION

This Agreement and the contract between the parties evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia without consideration of any conflict of laws analysis or rules. Venue for any action arising hereunder shall be in the state courts for the County of Culpeper, Virginia, if at all permitted by law. All parties expressly waive the right, if any, to remove any case filed in the courts of Culpeper County to federal court. Nothing under this Agreement shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from the Contract Documents.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

N. Claims and Disputes Provisions

All claims, disputes or other matters between the Contractor and the Owner arising out of or relating to the Agreement or the breach thereof which are not settled by the mutual agreement of the parties and by procedure provided in General Conditions Article 15 will be decided by the Owner, in writing, whose decision will be final unless the Contractor files suit on such decision in the Culpeper County Circuit Court within 180 days from date of Substantial Completion. Pending resolution of any dispute and a final decision by the Owner or final judicial action, including all appeals on any suit filed by the Owner or the Contractor against the other party, the Contractor agrees to diligently continue full

and timely performance of all obligations under this Agreement, and the Owner shall continue to pay amounts due the Contractor that are not in dispute.

O. Termination for Convenience of the Owner

The parties agree that the Owner may terminate this Contract or any work or delivery required hereunder, from time-to-time either in whole or in part, whenever the Owner shall determine that such termination is in the best interest of the Owner and pursuant to Article 14 of the General Conditions. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Owner's Director or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor, in addition to the requirements of Article 14 of the General Conditions, shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, and
5. Use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless an extension is granted by the Owner.

The Owner shall pay reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the services not delivered, or those services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Owner shall pay to the Contractor the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

a. Cost of the work performed;
b. The cost of settling and paying any reasonable claims as provided in subparagraph 4 above;
c. A sum as profit on (a) determined by the Owner as fair and reasonable

2. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract Sum of services not terminated.

In the event the Contractor is not satisfied with any payments which the Owner determines due under this clause, the Contractor may seek resolution of any claim or dispute in accordance with the "Claims and Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the Owner whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

P. Termination for Default

Either party may terminate this Agreement, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein, pursuant to General Conditions Article 14, provided the defaulting party is given written notice and an opportunity to satisfactorily cure the default.

Q. Insurance and Liability for Loss or Damage

The Contractor shall maintain insurance in an amount and form as set forth in Invitation For Bid for this Contract and/or as required pursuant to the terms of Article 11 of the General Conditions. The Contractor shall include Culpeper County as additional insured under all policies secured for this project.

R. Examination of Records

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, daily logs, canceled checks, purchase orders and memoranda and other data relating to this Contract, and the Contractor shall preserve

these for a period of three years after final payment, or for such longer period as may be required by law.

The Contractor agrees that the Owner or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Owner or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The period of access provided in the paragraphs above for records, books, documents, and papers which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

S. Indemnification, Hold Harmless and Limitation of Liability:

The Contractor hereby agrees to indemnify and hold harmless Owner, Culpeper County, Virginia, their officers, agents and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to the public, and/or property damage as provided in §3.18 of the General Conditions including costs of investigation, all expenses of litigation, including reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all negligent acts of omission or commission of the Contractor, including their agents, subcontractors, employees, volunteers, or in connection with work under this Contract.

Under no circumstances shall either party be liable to the other party or any other person under this Contract for any special, exemplary, indirect, incidental, or consequential damages however caused, including, but not limited to loss of business, use or rental, loss of profits, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, whether such damages are alleged to have resulted from breach of contract, tort, strict liability or otherwise for any cause relating to or arising out of this Contract, whether or not advised of the possibility thereof.

T. Relationship of the Parties and Independent Contractor Status

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a commercially reasonable manner, information required by the Contractor to make payments to the Contractor in accordance with the requirements of the Contract Documents.

The Contractor is at all times herein acting as an independent contractor in the performance of this Contract, and the Contractor, his subcontractors, their agents, employees and officers are not employees of the County for any purposes.

U. Ethics in Public Contracting

The Contractor hereby certifies it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-3477; VA. Code Ann., and that all amounts received by it are in accordance with therewith.

V. Ownership and Use of Documents

The Contractor agrees that all drawings, field notes, specifications, software and any other documents, materials or work product, whether in written, audio, video or electronic form, developed for the Owner or that are unique to the subject matter of the Contract Documents ("Work Product") shall be the property of the Owner. The Contractor agrees to assign all rights, title and interest, including without limitation copyrights, for all such Work Product to the Owner. The Owner shall have the right to use any drawings, field notes, specifications, software, and any other documents, materials or work product that were not developed for the Owner or are not unique to the subject matter of the Contract Documents, for any purpose pertaining to the Owner's installation, operation, maintenance and repair of the goods purchased hereunder including the right to contract with others for the manufacture of replacement parts or the installation of additional or complimentary equipment, software or components. The Owner's failure to take possession of any such drawings, field notes, specifications, software, and any other documents, materials or work product at the time the goods are delivered or the services rendered by the Contractor shall not be construed as a waiver of any of the Owner's rights under this section.

W. Immigration Reform and Control Act

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

X. Entire Agreement, Non-Assignability, Severability and Integration Clause

This Agreement, written on the date first shown above shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provisions described herein.

This Agreement, including the documents incorporated by reference herein, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous understandings, commitments, representations and agreements, whether made orally or in writing. It shall not be modified, altered, or amended, nor may any provision hereof or right hereunder be waived, except by an instrument in writing of subsequent date executed by the authorized representatives among the parties, against which such modification, alteration, amendment, or waiver is sought to be enforced. Unless extended or previously terminated, and except for the continuing obligations of the parties pursuant to any terms and conditions of this Agreement intended by their terms to survive the Contract's termination, the obligations of the parties hereunder shall terminate. Each party covenants that there is no agreement between itself and any other person, firm, or corporation that would impair the full force, effect and performance of this Contract.

The Contractor may not assign or delegate its own rights or obligations under the Contract Documents without the Owner's prior written consent.

If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

In Witness Whereof, the parties hereto have duly executed this Contract the day and year written above.

BY:

COUNTY OF CULPEPER

_____
Culpeper County Board of Supervisors, Chairman

_____

_____

_____
Contractor Authorized Representative

_____
Contractor Representative Title

_____
Contractor Representative typed / printed name

Attorney for the County Affix To Form

APPROVED AS TO FORM

_____
Attorney

_____
Date

END OF SECTION

CERTIFICATE & RELEASE

WAIVER & RELEASE OF LIEN

PROJECT: (name and address) **OWNER:** (name and address)

Contract or Reference No.

WHEREAS THE UNDERSIGNED [ ] Contractor, [ ] Subcontractor, [ ] Supplier, [ ] Architect or Engineer, or [ ] _____ has provided labor, services, materials or equipment, for the above project, under an agreement with:

_____

In its capacity as [ ] Owner or Owner's agent, [ ] Contractor, [ ] Subcontractor, [ ] Architect or Engineer.

Section A: (check and initial *ONLY ONE* of the following)

_____ _____ **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services,
check *initial* materials or equipment provided in the amount of: _____
Dollars ($_____) covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE: **PAY REQUEST or INVOICE NUMBER** **AMOUNT:**

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: _ _____, 2001.

_____ _____ **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT** for all labor, services, materials
check *initial* or equipment provided in the amount of: _____Dollars ($_____)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above as limited below:

Section B: (check and initial *ONLY ONE* of the following)

_____ _____ **CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT** and final bank
check *initial* clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any furthur act, acknowledgement or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of $_____
in previous payment and does hereby grant unconditionally release of all above described claims for that amount.

OR

_____ _____ **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT** in the above amount for labor,
check *initial* services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME:_____

_____

ADRESS:

State of: _____
_____)
)
SS
County of: _____)

Subscribed and sworn before me this

_____ day of _____,
2001.

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
BG-17-1105 - Culpeper County Carver Center Abatement & Alterations
9432 James Madison Highway
Rapidan, VA 22733

THE OWNER:
(Name, legal status and address)
County of Culpeper
Board of Supervisors
302 North Main Street
Culpeper, Virginia 22701

THE ARCHITECT:
(Name, legal status and address)
Sanders Architecture, PC
16125 Raccoon Ford Road
Culpeper, Virginia 227010

NOTE: CONTRACTORS ARE ADVISED THE OWNER HAS MADE MODIFICATIONS TO THE AIA ARTICLES HEREIN. THESE MODIFIED GENERAL CONDITIONS ARE MADE A PART OF THE CONTRACT. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THIS DOCUMENT IN DETAIL IN ITS MODIFIED FORM.

A DRAFT COPY IS ATTACHED FOR REVIEW AS FINAL DOCUMENTS ARE NOT PERMITTED TO BE UPLOADED FOR ELECTRONIC DISTRIBUTION.

AIA PURCHASE INVOICE NUMBER: 2009496159

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

DRAFT

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1
Capitalization
1.3

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Written Orders	1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

DRAFT

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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 requirements. Any and all documents are considered property of Owner and shall not be sold, distributed, transferred without the prior written authorization of the Owner.

§ 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. The Specifications may be separated into divisions, sub-divisions and sections for the purpose of organization only. The responsibility for the segregation of the Work of the various trades rests entirely with the Contractor. It is the intent of the Specifications to amplify the requirement of materials and methods. The mention or reference in any section of the Specifications of any article or operation requires that the Contractor shall provide all such items indicated on, or reasonably inferred from the Drawing for the furnishing and the purpose of all labor, materials, and equipment required. Omission of any article or operation does not relieve the Contractor of the responsibility for completion of the Work as intended by the Drawings and/or Specifications to be included in the Contract. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

§ 1.2.2 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 Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to Owner or County the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 Informational Reports and Analysis. Any reports or analyses prepared for the Owner own purpose may be available for the Contractor’s information only. The accuracy and completeness of such reports are not guaranteed or warranted by the Owner nor the Architect and such reports are not adopted by reference into, nor are they part of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

the Contract Documents. The Owner shall not be liable for any conclusions reached or assumptions derived by the Contractor from or based upon any such geotechnical, soils, or other reports, surveys, and analyses which the Owner makes available for the Contractor's information and review. The Owner/County, does not guarantee that borings indicate actual conditions, except for where the exact locations and the time that such borings were made.The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is identified as such in the Contract/Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner has designated a Contract Administrator, who shall serve on its behalf and who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. For purpose of this Contract, Culpeper County (County) is appointed as the Contract Administrator to administer the project during construction on behalf of the Owner. The Contract Administrator shall appoint an employee with Culpeper County who shall serve as Construction Manager. The Construction Manager shall have the full authority to act on behalf of the Owner including to order Change Directives, approve Change Orders and act on behalf of the Owner in all other matters except as described in the Agreement. Except as otherwise provided in Article 4.2.1 the Architect does not have such authority. 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.The Owner has by separate contract designated an Architect who will perform such duties as established herein and by applicable provisions of the Culpeper County Purchasing Regulations. The Architect shall have no authority to bind the Owner to additional time or funds.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor a written Purchase Order indicating reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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

§ 2.2.3 The Owner shall furnish available surveys that are at its disposal for describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall clearly understand that such reports are the Owner's best effort in providing and furnishing the Contractor with such information. The Contractor is entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions related to the safe performance of the Work.
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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. It shall be the responsibility of the Contractor to inform and notify its Surety Company of any such actions made by the Owner. Any such actions made hereunder by the Owner shall not relieve the Contractor or its Surety Company from their obligations under the Contract.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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 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 term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor assumes full responsibility for inspection of the site and determination of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

its character including hazardous materials, quality and quantity of any soil, surface or subsurface conditions that may be encountered or which may affect the Work, and for the means and methods of construction that the Contractor employs when performing the Work. The Owner/County shall not be held liable for any additional work or cost arising as a result of any conclusions reached or assumptions derived by the Contractor from or based upon any such geotechnical, soils, or other reports, surveys and analyses which the Owner makes available for the Contractors information and review.

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. **3.1.1.1** The Contractor shall have an employee who will serve as an authorized representative of the Contractor who resides in the Commonwealth of Virginia, on which service can be made in the event of litigation.

§ 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 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 2.2.3, 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 make 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 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 or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect. 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 3.4.4 **PROHIBITION OF ALCOHOL AND OTHER DRUGS**

(a) §2.2-43 12 of the Code of Virginia shall be applicable. It provides as follows:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over S 10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract."

(b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

(1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

(2)the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

§ 3.5 WARRANTY

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.

§ 3.6 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. These include but are not limited to the following:

3.7.2.1 Virginia Statewide Building Code - Current/Applicable Edition.
3.7.2.2 National Fire Protection Association, NFPA No. 101, Life Safety Code.
3.7.2.3 OSHA, and/or VOSHA.
3.7.2.4 Culpeper County, Virginia, Design and Construction Standards Manual, Current Edition.

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

§ 3.7.3 3.1 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.

§ 3.7.44 **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 21 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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, if any, 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 designated materials and equipment in bidding documents 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's Superintendent and/or other key project personnel shall be continuously and primarily assigned to this project and located at the project site, insofar as practicable. Any changes in the Contractor's Superintendent and/or other key personnel shall be submitted to the Owner and Architect for approval. The Contractor shall employ a competent superintendent and necessary required assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Superintendent employed by the Contractor should have at least a minimum of five (5) years experience or as determined reasonably acceptable to the Owner as the primary Superintendent on projects of similar complexity as the Work. The Contractor shall submit to the Owner's Representative a detailed resume showing that the proposed Superintendent has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Superintendent's qualifications and, if necessary, shall require the Contractor to propose an alternate Superintendent who better meets the requirements contained in this Article, as may reasonably be determined by the Owner.

3.9.1.1 The Contractor's Superintendent shall at all times maintain a cooperative working relationship with County and Town personnel, including, but not limited to: inspectors, consultants, and any other agents who work for and/or on behalf of the County.

3.9.1.2 The Contractor shall not replace a Superintendent or other key personnel without the prior written approval from the Owner. The Contractor shall notify the Architect and Owner Representative in writing of any proposed replacement of the Superintendent or Project Manager. The requirements contained in this Article shall apply to any proposed replacement Superintendent or Project Manager, regardless if the proposed tenure is to be temporary or permanent.

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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's Representative and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Owner may elect to withhold any payments due the Contractor for the Contractor's failure to provide updated and/or recovery schedule. The Owner shall give written notice to the Contractor indicating payment withheld.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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. In the event the Contractor falls behind in the progress of the Work substantially as determined by the Owner, the Owner reserves the right to withhold from the Contractor's payment such funds as deemed necessary as additional retainage to ensure to the Owner's satisfaction the proper completion of the Work by the Contractor.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work. Among the documents to be maintained at the site, the Contractor shall include the Owner approved Building Permit, Permit Drawings, and Specifications. These documents shall be protected, preserved, and transferred to the Owner at the Project closeout.The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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 the way by which 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. The Contractor shall install and/or otherwise use only new products, equipment, materials.

§ 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 / Ownert.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
The Contractor shall confine operations at the site to areas as directed by the County and as permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall confine operations as detailed in the Plans and Specifications.
§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

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

3.15.1.1 If applicable to the Project, the Contractor shall clean and polish all door hardware and glazing.
3.15.1.2 If applicable to the Project, the Contractor shall clean all mechanical equipment.
3.15.1.3 Clean premises of all debris and dirt.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor. If In the event the Contractor fails to clean up as provided in the Contract Documents, the Owner shall notify the Surety Company and do the clean up and the cost thereof shall be deducted from monies due the Contractor as provided in Paragraph 6.3.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this 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 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.

§ 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. The Architect will review for recommendations, Change Order(s) prepared by the Contractor and the Owner Construction Manager and prepare Construction Change Directives. This will also include responding to Request for Information (RFI) from the contractor, answering question from the County's construction manager/inspectors and making field visits when requested by the County. Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect for this specific project is terminated, the Owner reserves the right to hire a new Architect If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 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 (1) during construction, (2) until final payment is due and (3) with the Owner's Construction Manager's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. The Architect shall have no authority to bind the Owner to additional time and/or funds.
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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Owner's Representative may request the Architect provide a written interpretation and recommendation regarding any claims. The Architect will be the interpreter of the requirements of the Drawings, Specifications, and the judge of the acceptability of the Work performed by the Contractor. The

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Architect shall have no authority to grant approval or denial on claims, disputes, and/or Change Orders. The responsibility to submit claims shall rest with the party raising the issue. Written response to the Contractor for final resolution of claims will be provided by the Owner. 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.

4.2.3.1 The Owner's Construction Manager may require the Architect to investigate conditions of Claims which cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work. The Owner Construction Manager may request the Architect to provide the Owner with a written recommendation for the Owner's Construction Manager's consideration for an equitable adjustment in the Contract Sum or Contract Time or both. The Owner's decision shall be final determination. 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 FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's 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. Based on the Architect's evaluations and certification 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 as the Construction Manager determines correct and as long as the Contractor has maintained updated Construction Schedule.

§ 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
The Owner's Construction Manager and the Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Construction Manager and the Architect considers it necessary or advisable, the Construction Manager and the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner's Construction Manager and the Architect to the Contractor, Subcontractors, material and equipment 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize 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.
The Contractor will prepare Change Orders for review by Architect and Construction Manager. The Architect shall prepare Construction Change Directives with the Owner's Construction Manager prior written authorization. The Architect may authorize minor changes in the Work as provided in Section 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.
The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, and will receive and forward to the Owner's Construction Manager for consideration and, for the Construction Manager's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue evaluate and certify a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions 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. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the Owner's Construction Manager's opinion and with the intent expressed in the Contract Documents. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of the Owner or the Contractor, and shall render written decisions with a reasonable time on all execution or progress of the Work, or interpretation of the Contract Documents. Notwithstanding this provision, the Architect's decision as to questions involving artistic effect shall be final only if the Owner determines them to be consistent with the intent of 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

5.3.2 Contractor shall provide a sworn statement with each month's pay application detailing all subcontractors' payments including the total amount of payment to each subcontract.

5.3.3 Neither the Owner/County nor the Architect shall rule on disputes between the Contractor and Subcontractor(s).

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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 and determine fair allocated costs 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 (no cost) change in the Work may be issued by the Architect alone.

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

§ 7.1.4 The Contractor may use the Change Order included within included in the Bidding Documents or alternate Change Order as approved by the County. However, any/all Change Orders shall include the following language. Such language shall be incorporated and made a part of any/all Change Orders whether or not such language is specifically written directly in and on such Change Order proper.

"The total amount of this Change Order includes any/all amounts necessary to pay for and cover any and all Contract's overhead, administrative fees, profits, labor and equipment charges and any delay claims or other chargers associated with the extension of time for Contract completion granted by the Change Order."

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect, Owner or Contractor 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.

§ 7.2.2 Without INVALIDATING THE AGREEMENT AND WITHOUT NOTICE to any Surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a work change Directive. Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

7.2.3 The Contractor shall submit in duplicate a Cost Proposal to perform the changes in the Work. The Cost Proposal shall provide a complete breakdown in a form showing all units of labor, materials, project, and overhead and profit.

7.2.4 The maximum time, allowable overhead and profit percentages given below shall be considered to include, but not be limited to, general conditions, insurance, supervision, bond or bonds, use of small tools, incidental job

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

burdens, and office expenses.

7.2.5 The percentage markup for combined overhead and profit for Work whether preformed by Contractor's own forces or subcontractors may be negotiated by the County's Construction Manager or designee who is an authorized Owner Representative and may vary according to the nature, extent, and complexity of the work involved but shall not exceed 15% total.

7.2.6 If the County, Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Order, a claim may be made therefore as provided herein.

7.2.7 The Contractor shall not be entitled to an increase in the Contract Price/Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as modified or changed by a written Change Order, except in the case of an emergency.

7.2.8 Upon receipt of an approved Change Order, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

§ 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 7.3.7.

§ 7.3.4 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 Change 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.

§ 7.3.5 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.

§ 7.3.6 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.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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 7.3.7 shall be limited to the following:

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

§ 7.3.8 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 and agreeable to t he Owner. 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. When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor
If notice of any change affecting the general Scope of Work or the provisions of the Contract Documents (including, but not limited to, Contract Sum/Price and/or Contract Times) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. With the Owner's prior approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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.

8.2.1.1 The Contractor shall submit to the Architect in writing, certifying Final Completion. The Contractor shall achieve Final Completion of all the Work and any/all other contractual requirements, as indicated in the Contract. Final Completion shall include but not limited to; any/all Work, Punchlist work, submittals, warranties and any other items to consider the project and work fully 100% completed in accordance with the Contract Documents. The Architect shall certify in writing to the County for its consideration, that the Contractor has fulfilled all its obligation and all contract requirements in accordance with the Contract Documents and met Final Completion of all the Work and the contract Close Out requirements as indicated in the Contract Documents.

Prior to the County releasing any retainage to the Contractor, the Contractor shall provide the County with written Consent of Surety for Final Payment and written Final Release Waiver of Lien.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by in the Contract Agreement Documents or set by a notice to proceed with the Work given by the 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

8.3.4 No time extensions will be awarded for delays resulting from bad weather, unless the Contractor can produce conclusive evidence that such bad weather was abnormal for the period and that its effects were direct and detrimental to the work schedule/CPM schedule, and resulted in the loss of a specific number of days therefrom. Any evidence shall include complete and comparative meteorological data for the area, along with corroborating statements from one or more recognized experts in the field of weather.

8.3.5 No extension of the time allowed for Substantial Completion shall be granted unless the Contractor fully demonstrates a delay in the critical path of the approved CPM schedule or approved bar graph schedule. The Contractor shall furnish the County's Construction Manager immediately with demonstrated detailed documentation supporting Contractor's determination.

8.3.6 The Contractor's notice to the Owner shall specify in detail the nature of the delay asserted by the Contractor, the cause of the delay and the impact of the delay on the Contractor's Work schedule. The Owner shall respond to the Contractor's notice with a resolution, remedy or direction to alleviate the delay or with a notice rejecting the claim for delay alleged to be caused by the Owner or parties for whom the Owner is responsible in accordance with

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Claims and Disputes provision of the Contract.

8.3.7 If the issue is not then resolved, the Contractor shall seek resolution in accordance with Claims and Disputes provision included in the Contract. The Contractor shall only be entitled to additional compensation if the delay and was caused by acts or omissions of the Owner, its agents or employees, due to causes within their control, or was caused by the Owner's separate, independent contractor, when such delay resulted solely from causes within the Owner's control.

8.3.8 The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable Submittals or samples.

8.3.9 Requests made by the Contractor for compensation for delays pursuant to above articles must be substantiated by itemized data and records clearly showing that the Work delayed was on the critical path of the approved CPM schedule or on the sequence of Work on the approved bar graph schedule, as modified, and that the additional costs incurred by the Contractor are directly attributable to the delay in the Work claimed. Furthermore, compensation for delay shall be calculated from the contractual Time for Completion or Final Contract Completion Date, as may be adjusted by Change Order, and shall not be calculated based on any "early" completion planned or scheduled by the Contractor.

8.3. 10 If there is an extension in the Time for Completion or the Contract Completion Date and if the Contractor is entitled to compensation and where there is no change in the Work, an itemized accounting of the following direct Site overhead expenses will be considered as allowable costs to be used in determining the compensation due the Contractor: Site superintendent prorated salary, temporary Site office expense, temporary Site facilities, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilets. There shall be no markup of these expenses will be allowed to compensate the Contractor for home office and other direct or indirect overhead expenses.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Unless otherwise agreed upon by the Owner, on the 25th day of each month during the construction of the Project and until Final Payment, the Contractor shall submit to the Architect/Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The form for each progress payment shall be Application and Certificate for Payment which is included in this Contract, AlA Documents G702 and G703 as supplemented. Each application shall be accompanied by a completed waiver of lien form which is also included in the Contract. The forms shall be

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

complete and submitted in an original and six copies. The Contractor shall submit with every Application for Payment after the first Certificate of Payment is issued certification that due and payable amounts and bills have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner.

§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.1.3 The Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved certification of the work performed during the preceding calendar month under the Contract, but to ensure proper performance of the Contract, the Owner will retain five (5%) percent of the amount of each certification of payment until Final Completion and acceptance of all Work covered by the Contract.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the properly and satisfactorily completed Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect, with the concurrence of the County is determined determines is properly due, or notify the Contractor and Owner in writing of the Architect's and/or the County's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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 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. 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. The Owner may decline to make payment in whole or in part, to the extent necessary to protect itself when, in its opinion, the Contractor has not met his obligations as specified in the Contract Documents. If the Owner and the Contractor are unable to reach an agreement on a revised amount, the Owner will promptly make payment for an amount it determines to be equitable. The Owner may also decline payment to such extent as may be necessary to protect itself against loss because of the items listed above and further outlined below.

.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 for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or another contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 persistent failure to carry out the Work in accordance with the Contract Documents.

8. failure to comply with the Construction Progress Schedule;

9. failure to submit required submittals in accordance with Schedule and in accordance with the Contract Document including Construction Progress Schedule, Schedule of Submittals, List of Subcontractors, and Schedule of Values which shall be submitted prior to the Contractor's first Application for Payment; or

10. failure to provide initial or revised Construction Schedule immediately upon request of the County.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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

9.5.2.1 The Contractor may not stop Work as a result of any payment or portion thereof being withheld in accordance with this Paragraph. If the Contractor does order the Work stopped, or if the Work is stopped in whole or in part as a result thereof, the Contractor shall be wholly liable for any damage from delay, or otherwise, which may arise because of such stoppage.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 Payment shall be made for ninety-five percent (95%). Five percent (5%) shall be withheld from Payment as retainage. 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.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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 Payment Bonds shall be required by the Contractor for this Project. The Contractor shall make payment(s) to its subcontractors in accordance with Subparagraph 5.3.1.4. 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 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' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, 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.

9.8.1.**1** Below are preliminary procedures Substantial Completion Preliminary Procedures:

A. Substantial Completion Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Provide written assertion that the Work is Substantially Complete.
2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
3. Substantial Completion shall be for entire scope of Work (for example, both building and sitework) unless Owner has previously agreed to an alternative arrangement.
4. Advise Owner of pending insurance changeover requirements.
5. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
6. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
7. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographs on CD, damage or settlement surveys, property surveys, and similar final record information.
8. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
9. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
10. Complete startup testing of systems. Provide test reports evidence that air and water systems are balanced and that automatic temperature control system is in control of all equipment per specifications.
11. Complete successful testing of the electronic security system, fire alarm system and related equipment in contract. Submit test/adjust/balance records.
12. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
13. Advise Owner of changeover in heat and other utilities.
14. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
15. Complete final cleaning requirements, including touchup painting.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

17. Submit written certification that orientation and training for designated facility maintenance personnel is complete prior to punch list inspection.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. If more than two inspections by the Architect are necessary to issue a Certificate of Substantial Completion, the Contractor shall bear all costs of the Architect for additional inspections. These costs shall include, but not limited to, expenses for labor, transportation and per diem costs associated with re-inspections of the Work.

3. Results of completed inspection will form the basis of requirements for Final Completion.

9.8.1.2 Substantial Completion is the date determined by the Architect when the Work is sufficiently complete that the Owner can occupy or utilize the Work for its intended purpose, with all of the Project's parts and systems fully operable as required by the Contract Documents. Punchlist and only incidental cleaning, if required beyond cleaning needed for the Owner's full use, may remain for final completion.

§ 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.

§9.8.2.1 Should the Architect determine upon review that the Work is not substantially complete, in whole or in part, the time and expenses of the Architect and the Owner and/or agents of the Owner to make and document further reviews to determine the date of Substantial Completion will be considered as an additional cost to the Owner, along with other direct expenses such as long distance communications, postage, delivery, and mileage. The total sum of such costs may be deducted from the final payment to the Contractor.

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

§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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 as determined by the County. 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 fully with the requirements of the Contract Documents in their entirety.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 Final Payment Preliminary Procedures: Before requesting final inspection to determine date of Final Completion and issuance of the final "Certificate For Payment", complete the following:

1. Submit a final application for payment according to Division 1 Section "Payment Procedures.
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. In the event that the Work is not complete at the time of re-inspection, the Contractor shall be liable for the costs of additional re-inspections by the Architect.

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

§ 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; or
.3 terms of special warranties required by the Contract Documents.

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

§9.10.5.1 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the Owner, and the Contractor is not relieved of any responsibility for the Project.

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. The Contractor shall ensure any/all applicable OSHA/VOSHA requirements are maintained during their performance of the Work by the Contractor, including subcontractors

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

§ 10.2.2 The Contractor shall 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. The provisions of all rules and regulations governing health and safety as

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in 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, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall "specifically" designate a responsible and qualified member of the Contractor's organization at the site whose duty shall be the prevention of accidents and serve as the Project Safety Coordinator. This person may NOT be the Contractor's Superintendent or unless otherwise prior approval is requested in writing to the County. The Contractor's Safety Coordinator shall be appropriately skilled and trained as deemed necessary according to the nature and extent of the Work. Written records shall be maintained at the project site of any/all incidents involving injury to persons and/or damage to property.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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Contractor shall have an established risk and safety program and ensure all its employees are adequately trained and detail familiar with such program. The Contractor is required to maintain a copy of its safety and risk manual on-site during construction.

This project shall be subject to the provisions of the current edition of "Rules and Regulations Covering Construction, Demolition and All Excavation", as adopted by the Safety Codes Commission of the Commonwealth of Virginia.

In addition to other safety requirements and restrictions, the project shall be subject to the requirements and provisions of the Occupational Safety and Health Administration (OSHA), and the Contractor shall be responsible for compliance with such requirements and provisions at no added cost to the Owner.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall ensure any/all applicable OSHA/VOSHA requirements are maintained during their performance of the Work by the Contractor, including subcontractors. .

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

.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.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.

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

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.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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. The Indemnification and Hold Harmless provision is included in the Contract (a sample contract is included in the Bidding Documents.)

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

responsible for 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.Deleted)

§ 10.3.6 (Deleted) 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, The Contractor shall purchase and maintain insurance, in accordance with the insurance Checklist and the requirements of this Article, from a company or companies lawfully authorized to do business in Virginia and satisfactory to the Owner. On all such policies, the, Owner, Board of County Supervisors of Culpeper County as the governing body shall be named as the additional insured. Refer to the General Insurance Requirement/Checklist included in the Invitation For Bid/Bidding Documents for the Insurance Checklist, the Contractor shall provide the County with evidence of the following insurance coverage:

.1 Liability insurance shall include all major divisions of coverages and shall be on a comprehensive basis including:
   (1) Premises Operation (including X-C/U as applicable)
   (2) Products and Completed Operations
   (3) Personal Injury Liability with Employment exclusion deleted
   (4) Contractual – including specified provision for Contractor's obligation hereunder
   (5) Owned, non-owned, and hired motor vehicles
   (6) Broad Form Property Damage including Completed Operations
   (7) Umbrella Excess Liability
   (8) Builder's Risk Insurance for Work in an amount not less than the Contract Price
   (9) Contractual Indemnity/Hold Harmless

.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:
   (1) Worker's Compensation:
      (a) State Statutory
      (b) Applicable Federal Statutory
      (c) Employer's Liability - $1,000,000
   (2) Each Liability Insurance policy: $1,000,000 combined single limit for Bodily Injury and Property Damage, each occurrence written as primary and/or primary and umbrella excess, but not less than $5,000,000 primary coverage

   (3) Comprehensive General Liability (including Premises – Operations) Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage:
      (a) Bodily Injury: $1,000,000 each occurrence
      (b) Property Damage: $1,000,000 each occurrence with $1,000,000 aggregate
      (c) Products and Completed Operations: to be maintained for one year after final payment.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

(4) Contractual Liability:
(a) Bodily Injury: $1,000,000 each occurrence
(b) Property Damage: $1,000,000 each occurrence

(5) Personal Injury, with Employment Exclusion deleted:
$1,000,000 each occurrence

(6) Comprehensive Automobile Liability
(a) Bodily Injury: $1,000,000 each occurrence/$1,000,000 each person
(b) Property Damage: $1,000,000 each occurrence

(7) Umbrella Excess Liability: Umbrella excess over minimum $1,000,000 primary insurance each occurrence, but not less than $1,000,000.

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

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.1 The Contractor shall furnish one copy of each of the Certificates of Insurance herein required for each copy of the Agreement prior to the time of execution of the Contract which shall immediately furnish to the Owner copies of any endorsements that are subsequently issued amending coverages or limits

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.adequate protection against loss.

§ 11.3 PROPERTY PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. The cost of this insurance shall be included in the Base Bid. Such insurance shall be in a company licensed to do business in Virginia and against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, the Subcontractors, and the Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief, collapse, casework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. If not covered under "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. The "all risk" insurance shall not expire prior to the substantial completion of the Work or occupancy by the Owner, whichever shall occur later. (REFER TO GENERAL INSURANCE REQUIREMENTS AND INSURANCE CHECKLIST INCLUDED IN THE BIDDING DOCUMENTS WHICH ARE MADE A PART OF THE CONTRACT DOCUMENTS.)Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

§ 11.3.1.2 The Contractor shall file a copy of all policies with the Owner's Construction Manager before an exposure to loss may occur. If the Owner is damaged by failure of the Contractor to purchase or maintain such insurance, and to so notify the Owner, then the Contractor shall bear all costs properly attributable thereto. If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of paid claims. If separate contractors are added as insured to be covered by any policy, the separate contractors shall be responsible for the payment of the appropriate part of any deductibles in the event claims are paid on their part of the Work.

§ 11.3.1.3 If the Owner requests in writing that other special insurance be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 11,3,1,4 If required in writing by any party in interest, the Contractor as trustee shall, upon the occurrence of an insured loss, give bond for the faithful performance of its duties. The Contractor shall deposit in a separate account any money received in this capacity as insurance trustee, and he shall distribute it in accordance with such agreement as the principles in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.
§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.
BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.(DELETED)

§ 11.4 PROPERTY INSURANCE
§ 11.4.1 Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, faulty workmanship, hot and cold testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Owner's services and expenses required as a result of such insured loss.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 11.4.1.2 HAS BEEN DELETED IN ITS ENTIRETY.

§ 11.4.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work and all materials stored on or off the site, an including transit.

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

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

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

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

§ 11.4.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Contractor shall file with the Owner Representative a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 45 days' prior written notice has been given to the Owner.

§ 11.4.7 IS DELETED IN ITS ENTIRETY.

§ 11.4.8 A loss insured under Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured by the Contractor, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach~~.~~ If after such loss no other special agreement is made and unless the Owner terminates the Contract for

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Contractor as fiduciary shall have power to adjust and settle a loss insured by the Contractor with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Contractor as fiduciary shall make settlement with insurers.

§ 11.4.11 **ALL RISK" BUILDER'S RISK INSURANCE**
(a) **The Contractor, at his cost**, shall obtain and maintain in the names of the Owner and the Contractor "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and malicious mischief insurance, upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto, either provided by the Contractor for use under this Contract, which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof.

The Contractor will be liable for any deductions, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear.

The Owner, its officers, employees and its agents, shall be named as an additional insured in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner no later than thirty (30) days following the award of the Contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

(b) The value of the builder's risk insurance shall exclude the costs of excavations, backfills, foundations, underground utilities and Sitework.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND
§ 11.5.1 The Contractor shall furnish satisfactory Payment and Performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. Nothing herein shall not permit the County from providing Subcontractors/Supplies copy of the Labor and Materials Payment Bond. Bonds shall be furnished to the County on the forms included in the Bidding Documents and as described below:

(a) The Contractor shall furnish prior to the date established for award of Contract, duplicate copies of Performance and Payment bonds, (copies included in Bidding Documents), each in an amount equal to one hundred percent (100%) of the Contract Sum. Bonds shall be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of bonds shall be included in the total Contract amount. The Contractor costs for such Bonds shall be included in the work breakdown for mobilization costs. The Performance and Payment Bond shall remain in affect for not less than one (1) year after final acceptance by the County.

(b) Surety companies executing bonds shall be licensed to do business in the Commonwealth of Virginia. The Surety providing the bond for this project shall obtain a written release from the Owner prior to releasing bond before the expiration date. Surety must have AM Best Rating of **A-** or better. Attach AM Best Rating Guide Card to Bond. If Contractor is Partnership, all partners should execute Bond. The Bonds shall be dated on/after date of award of the Contract by the County Board of Supervisors.

(c) The Contractor shall require the Attorney-in-Fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

(d) The Contractor shall require any subcontractor which work exceeds $1,000,000, to provided Payment and Performance Bonds. The Contractor shall be required to provide proof of such bonding requirements if requested to do so by the County.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

(e) In accordance with Code of Virginia, §2.2-4340. **Action on performance Bond** – No action against the surety on a performance bond within one (1) year after (i) completion of the contract, including the expiration of all warranties and guaranties or (ii) discovery of the defect or breach of warranty that gave rise to the action.

(f) For the purposes of all Labor and Material Payment Bonds entered into, the term "subcontractors" as used in §2.2-4337.A.2. of the Code of Virginia is interpreted to mean any contractors who participated in the prosecution of the Work undertaken by the Contractor (referred to in §2.2-4337. A.2. of the Code of Virginia as the 'prime contractor"), whether such contractor had a direct contract with the Contractor (prime contractor) or whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).

§ 11.6 ADDITIONAL INSURANCE PROVISIONS

§ 11.6.1 All insurance provided pursuant to this Article shall be issued by companies admitted within the Commonwealth of Virginia with a Best's Key Rating of at least A:XII.

§ 11.6.2 If an Acord insurance certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "…but failure to mail such other notice shall impose no obligation or liability of any kind upon the company: shall be deleted from the "Cancellation" paragraph of the form.

§ 11.6.3 Contractor shall secure and maintain current copies of all subcontractors' insurance policies and, if requested, shall provide proof of such to the County upon demand.

§ 11.6.4 Prior to commencing with any Work, the Contractor shall ensure that all of its subcontractors have adequate insurance coverage for its purpose.

§ 11.6.5 If the Contractor fails to maintain the insurance required by the Contract Documents, such failure shall constitute a breach of the Contract, and the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor or may purchase the required insurance at the Contractor's expense.

§ 11.6.6 Nothing in this Paragraph shall be construed to shift the risk of loss or damage from the Owner or the Contractor for damages that are not covered by any insurance policy required by this Article to be purchased by either.

§ 11.6.7 INSTALLATION FLOATER COVERAGE

§ 11.6.7.1 Installation Floater Coverage shall be provided at the Contractor's expense, by the Contractor as follows. Coverage shall be afforded on an "All Risk" type form which shall be no more restrictive than that afforded by the Insurance Services Organization (ISO).

§ 11.6.7.2 The amount of the insurance is to be for 100% of the value of the product to be installed and the Work described in this Contract.

§ 11.6.7.3 Such Installation Floater shall have a deductible of no more than $2,500. The Owner, Prince William County and Dominion Power, Dominion Transmission and other agents of Dominion as deemed necessary shall be listed as a Named Insured by endorsement on the policy and the "Certificate of Insurance," and shall have the power to adjust and settle any loss.

§ 11.6.7.4 The policy shall be specifically endorsed to provide coverage for "testing" phases of such installation, including coverage for damage or loss caused by electrical injury or disturbance. Such coverage shall be provided and in-force until the Work described in this Contract is accepted and approved by the County. The policy shall also be specifically endorsed to eliminate the "Occupancy" clause or similar warranty or representation that the premises, during the time of the installation, shall not be occupied or used without specific endorsement of the policy.

§ 11.7 HOLD HARMLESS AGREEMENT. Except for Worker's Compensation, liability coverage shall include the following endorsement: "The Contractor shall save Owner harmless from any and all claims, damages, liabilities, expenses of litigation, including attorneys fees, and losses growing out of injury to, or death of, any of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

Contractor's employees or any other person while on or about Owner's premises in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor.

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

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion unless the Contract has a date for Final Completion as the Contract Time, then such date shall reflect after date of Final Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for any agents of the Owner and 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. 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 2.4.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work 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 except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

The Contract shall be governed by the law of the Commonwealth of Virginia. All claims and disputes not resolved by the parties or settled by final decision of the Owner shall be litigated in the Culpeper County, Virginia Circuit Court.

The Contractor represents and covenants that the articles, materials and services furnished hereunder will be produced and rendered in accordance with all applicable federal, state and local laws, regulations and orders, including, but not limited to, all applicable environmental laws, rules, regulations and orders, the applicable provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable unemployment and workers' compensation laws, rules and regulations. The Contractor also covenants and warrants that the products and/or services supplied hereunder will comply with all current applicable federal and state Occupational Safety and Health Acts and all current applicable rules, regulations, and standards issued thereunder.

§ 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 such 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 an institutional 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 such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 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.

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

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
.5 failure to maintain CPM schedule and/or immediately upon request, update progress schedule or progress recovery schedule.

§ 14.2.2 When any of the above reasons exist, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 accept assignment of subcontracts pursuant to Section 5.4; and
.3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

.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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" is referred to as an instrument submitted prior to a formal Dispute. Unsettled claims may result in dispute which is resolved in accordance with the "Disputes" provision included in the Agreement between the Owner and the Contractor (a sample construction contract agreement is included in the Bidding Documents). The Owner's Representative shall be first line of communication with regards to intent to Claim by the Contractor. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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.

§ 15.1.2 NOTICE OF CLAIMS

Refer to Claims and Disputes provision in Article 15.4

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim and/or Dispute except as otherwise agreed in writing or as provided in Section 9.7.1 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.

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§15.1.4.1 Claims for Concealed or Unknown Conditions. The construction of this project is based upon "unclassified" soil basis. The Contactor completes all the work requirements for a Fixed Price Lump Sum amount. No additional compensation shall be made to the Contractor in the event conditions are encountered at the site which

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 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.

§15.1.5.3 Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatologically Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions:

(1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual extreme departure from normal weather conditions occurred at the Site during the dates in question.
(2) The extension requested must be supported by a delay in completion of the entire Project shown on the critical path of the accepted CPM Schedule or the approved bar graph schedule required for the Project. Extensions will be granted only for delays in completion of the Project, not for that portion of any delay which consumes only 'float" time.
(3) A request for extension of time based on abnormal weather must be made in writing within five (5) calendar days of the completion of the calendar month during which extremely adverse and abnormal weather condition is claimed at the Site.
(4) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) shall be provided by the Contractor and furnished to the Owner before any consideration whatsoever will be given by the Owner to the request.

Prior to submission of succeeding month Pay Application, the Contractor shall furnish the County Construction Manager with supporting data for any delays resulting from weather or any other occurrence for which the condition of delay and the request is made. The County will not consider any requests made by the Contractor presented after this time period.

§15.1.5.4 The Contractor shall have taken into account in with the submission of his bid the requirements the local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work.. The Contractor shall by virtue of executed Contract, agrees and warrants that he will achieve the date established for Substantial Completion of the Work. Substantial Completion shall be designed as the Contract Time.

§15.1.5.5 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§15.1.5.6 Any unit prices are stated in the Contract Documents. All work, including site work is included in the Base Bid Lump Sum total.

§ 15.1.6 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

.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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.
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 not applicable, to consequential damages due to either party's termination in accordance with Article 14.1 or 14.2. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents

§15.2 INITIAL DECISION: Delete ArticleS §15.3 & 15.4 and sub-articles in their entirety and replace with the Claims and Disputes provision included in the Contract Agreement. (A sample of the Contract is included in the Bidding Documents.)

§15.2.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to litigation of any Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§15.2.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§15.2.4 If the Architect 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 such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either recommend rejection or approval of the Claim in whole or in part for ultimate decision by the Owner.

§15.2.5 The Owner will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Owner shall be final and binding on the parties.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§15.2.7-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 prior to resolution of the Claim by the Owner.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

§ 15.3 MEDIATION (THIS ARTICLE IS DELETED IN ITS ENTIRETY)

§ 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 15.1.6 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 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 (THIS ARTICLE IS DELETED IN ITS ENTIRETY)

§ 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. 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 (THIS ARTICLE IS DELETED IN ITS ENTIRETY)

§ 15.4.4.1 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 12:46:28 on 07/08/2009 under Order No.4540442647_1 which expires on 07/08/2010, and is not for resale.
User Notes: (1247429444)

SECTION 01100 - SUMMARY

1.1 GENERAL

A. Project Identification: The Carver Center Abatement & Alterations. Project consists of one project under one Construction Contract.

1. Project Location: 9432 James Madison Hwy, Rapidan, VA 22733
2. Owner: County of Culpeper

B. Architect Identification: The Contract Documents, dated November 16, 2016, were prepared for the Project by Sanders Architecture, PC.

C. The Work consists of all work as defined by the specifications, drawings and addenda.

The project generally consists of, but is not limited to abatement, demolition & repairs to abated areas as follows:

Remove existing exterior windows, remove black mastic at carpet & ceiling tiles, selected demolition

D. Project will be constructed under one construction contract by one General Contractor.

E. Work Sequence: The Work shall be conducted in one continuous phase, in coordination with other users on the property.

F. Use of Premises: Contractor shall limit access and use to those portions of the site and building indicated for demolition and new construction activities. Work must be scheduled and phased so that the existing use maintains operations during normal business hours during construction. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project.

G.

1. Separate Contract: Owner may award separate contracts for performance of certain work on site including additional alterations, telecommunications and security systems. Those operations may be conducted simultaneously and be coordinated fully with work under this Contract. Work that may be provided by others will be identified at the pre-bid meeting upon request.

H. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

I. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

END OF SECTION 01100

SECTION 01140 - WORK RESTRICTIONS

1.1 GENERAL

A. Use of Premises: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area of site to be altered by construction activity. Stay off adjacent property and public streets without prior approval.
2. Owner Occupancy: Owner will continue to occupy the site during construction. Utility Services, Egress & parking must be maintained at all times.
3. Tools and weapons: No weapons are permitted on County property at any time.
4. Adjacent Site: Keep construction activities off of adjacent properties.
5. Security: Contractor shall comply with County Security guidelines.

B. Utilities: Except for approved and scheduled interruptions, All existing utility services must be maintained operational at all times. Contractor may use existing site water & receptacle load electric service for immediate construction needs. Additional provision may be needed for increased electrical power construction needs. Utility services may not be interrupted without the prior approval of the Owner's representative.

C. Air Quality: Maintain indoor air quality to regulated safe levels at all times in every area of the building. If construction dust is encountered in occupied areas at any time during construction the Contractor shall clean to the Owner's satisfaction before the start of next business day or the Owner will at the Contractor's expense have the occupied areas cleaned. Keep dust out of the existing HVAC ductwork and systems.

D. HVAC systems: Systems that service areas under construction only shall not be used in areas under construction until a certificate of occupancy is issued without Owner's permission. Provide temporary space conditioning throughout construction.

E. Noise: Limit construction activities that may cause excessive vibration or noise to be transmitted to occupied areas of the site during public occupancy. Contractor shall be prepared to immediately cease noise, lighting or other construction activities that interfere with Owner operations upon request.

F. Obtain all permission necessary from other governing authorities having jurisdiction.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

1.4 END OF SECTION 01140

SECTION 01210 - ALLOWANCES

1.1 GENERAL

A. Summary: Certain materials and equipment and, in some cases, installation may be specified in the Contract Documents by allowances. Allowances have been established to defer selection of actual materials and equipment to a later date when additional information is available. Additional requirements will be issued by Change Order.

B. This Section only applies to items specifically identified as a material “allowance” by the contract documents.

C. Types of allowances include the following:

1. Lump-sum allowances. Material allowance amounts indicated include the total cost, including taxes and shipping, of providing materials to the site. All installation costs including contractor’s labor, overhead and profit are included in the contract base bid.

D. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

E. Selection and Purchase: At the earliest practical date after award of the Contract, advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

1. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
2. Purchase products and systems selected by Architect from the designated supplier.

F. Submittals: Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

G. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. Prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

B. Preparation: Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

C. Schedule of Allowances: See individual specifications sections for Allowances.

END OF SECTION 01210

SECTION 01230 - ALTERNATES

1.1 GENERAL

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

B. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

END OF SECTION 01230

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

1.1 GENERAL

A. Coordination: Related Sections include the following:

1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

B. Minor Changes in the Work: Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

C. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request, but no later than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

E. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

F. Allowance Adjustment: Base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs only where indicated as part of the allowance.
2. Prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

G. Submit claims for increased costs because of a change in the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

H. Change Order Procedures: On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

I. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01270 - UNIT PRICES

1.1 GENERAL

A. Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

B. Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
   2. Division 1 Section "Quality Requirements" for general testing and inspecting requirements.

C. Unit prices include all necessary material, cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

D. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

   1. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Unit prices which may be required are listed in the Contract Documents.

END OF SECTION 01270

SECTION 01290 - PAYMENT PROCEDURES

1.1 GENERAL

A. Coordination: Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Correlate line items with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.

   1. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
   2. Format and Content: Use the Project Bid Form Schedule of Values or other approved schedule.
   3. Identification: Include the following Project identification on the Schedule of Values:

      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.

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

      a. Related Specification Section or Division.
      b. Description of the Work.
      c. Name of subcontractor.
      d. Name of manufacturer or fabricator.
      e. Name of supplier.
      f. Change Orders (numbers) that affect value.
      g. Dollar value.

         1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

   5. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Provide several line items for principal subcontract amounts. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   6. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

7. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other items that are not direct cost of work-in-place may be shown either as separate line items or distributed as general overhead expense.

9. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

C. Applications for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
2. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
3. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.
4. Payment Application Forms: Use AIA Document G702 as form for Applications for Payment.
5. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

    a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
    b. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

6. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
7. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

    a. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
    b. When an application shows completion of an item, submit final or full waivers.
    c. Owner reserves the right to designate which entities involved in the Work must submit waivers.
    d. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

1) Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

e. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

a. List of subcontractors.
b. Schedule of Values.
c. Contractor's Construction Schedule (preliminary if not final).
d. Submittals Schedule (preliminary if not final).
e. List of Contractor's staff assignments.
f. Copies of building permits.
g. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
h. Certificates of insurance and insurance policies.
i. Performance and payment bonds.

9. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

a. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

10. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

a. Evidence of completion of Project closeout requirements.
b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
c. Updated final statement, accounting for final changes to the Contract Sum.
d. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
e. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
f. AIA Document G707, "Consent of Surety to Final Payment."
g. Evidence that claims have been settled.
h. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used) END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

1.1 GENERAL

A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

a. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

D. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

E. Project Meetings, General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.

F. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing.
    d. Designation of responsible personnel.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of Record Documents.
    j. Use of the premises.
    k. Responsibility for temporary facilities and controls.
    l. Parking availability.
    m. Office, work, and storage areas.
    n. Equipment deliveries and priorities.
    o. Sprinkler System coordination
    p. First aid.
    q. Security.
    r. Progress cleaning.
    s. Working hours.

G. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related Change Orders.
    d. Purchases.
    e. Deliveries.
    f. Submittals.
    g. Review of mockups.
    h. Possible conflicts.
    i. Compatibility problems.
    j. Time schedules.
    k. Weather limitations.
    l. Manufacturer's written recommendations.
    m. Warranty requirements.
    n. Compatibility of materials.
    o. Acceptability of substrates.
    p. Temporary facilities and controls.
    q. Space and access limitations.
    r. Regulations of authorities having jurisdiction.
    s. Testing and inspecting requirements.
    t. Required performance results.
    u. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements.
4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

H. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.
14) Documentation of information for payment requests.

3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

1.1 GENERAL

A. Submittals: Submit the following (PDF format acceptable):

1. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

a. Scheduled date for first submittal.
b. Specification Section number and title.
c. Submittal category (action or informational).
d. Name of subcontractor.
e. Description of the Work covered.
f. Scheduled date for Architect's final release or approval.

2. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

B. Coordination: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity with other activities and schedule them in proper sequence.

1.2 PRODUCTS

A. Submittals Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

B. Contractor's Construction Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.

1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

a. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
3. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

4. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

   a. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   b. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   c. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
   d. Startup and Testing Time: Include not less than (5) working days for startup and testing.
   e. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

5. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

   a. Work by Others: Include a separate activity for each portion of the Work performed by Others.
   b. Work Restrictions: Show the effect on the schedule of limitations of continued occupancies, uninterruptible services, use of premises restrictions, and provisions for future construction.
   c. Work Stages: Indicate important stages of construction for each major portion of the Work.

6. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

7. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, notify Architect and prepare a detailed report if requested. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.3 EXECUTION

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate Actual Completion percentage for each activity.

4. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

    a. Post copies in Project meeting rooms and temporary field offices.
    b. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION 01320

SECTION 01330 - SUBMITTAL PROCEDURES

1.1 GENERAL (Where possible, submittals shall be made in PDF format)

A. Definitions: As follows:

1. Action Submittals: Written and graphic information that requires Architect's responsive action.
2. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow 15 days for processing submittals from Divisions 2, 3, 5, 15 and 16. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Allow 10 days for processing each resubmittal.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.
h. Unique identifier, including revision number.
i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.2 PRODUCTS (Except for material samples, submittals may be PDF format with hard copies not required.)

A. Action Submittals: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit (5) copies of each submittal, unless otherwise indicated. Architect will return (3) copies. Mark up and retain one returned copy as a Project Record Document.
2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

a. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
b. Mark each copy of each submittal to show which products and options are applicable.
c. Include the following information, as applicable:

1) Manufacturer's written recommendations.
2) Manufacturer's product specifications.
3) Manufacturer's installation instructions.
4) Manufacturer's catalog cuts.
5) Wiring diagrams showing factory-installed wiring.
6) Printed performance curves.
7) Operational range diagrams.
8) Compliance with recognized trade association standards.
9) Compliance with recognized testing agency standards.

3. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.

e. Shopwork manufacturing instructions.
f. Templates and patterns.
g. Schedules.
h. Notation of coordination requirements.
i. Notation of dimensions established by field measurement.
j. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
k. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

4. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
5. Samples: Prepare physical units of materials or products, including the following:

a. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
b. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
c. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected.
d. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side.
e. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
f. Number of Samples for Initial Selection: Submit (7) full set[s] of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
g. Number of Samples for Verification: Submit (4) sets of Samples. Architect will retain (3) Sample sets; remainder will be returned.
h. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

6. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
7. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
8. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
9. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
10. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
11. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

B. Informational Submittals: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
4. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
5. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
6. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
7. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
8. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
9. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
10. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
11. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
13. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
14. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
16. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
17. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
18. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
19. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
20. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."

1.3 EXECUTION

A. Contractor's Review: Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Architect's Action: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

1. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

2. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
3. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

1.1 GENERAL

A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Quality-control services do not include contract enforcement activities performed by Architect.

B. Delegated-Design Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

C. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

F. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

I. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

J. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

K. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

L. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

M. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

N. Special Tests and Inspections: If required by code, Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work.

O. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

P. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

Q. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of Contractor.

R. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

S. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Repair and Protection: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
2. Protect construction exposed by or for quality-control service activities.

3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01420 - REFERENCES

1.1 GENERAL

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.

D. "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.

E. "Regulations" include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide" means to furnish and install, complete and ready for the intended use.

I. "Installer" is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

J. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

K. Industry Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

L. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

M. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.

N. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

O. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL

A. Temporary contractor facilities are not required for this project. Any costs associated with temporary facilities required to execute this contract shall be included in the base bid cost. General Contractors should review anticipated material staging and project management requirements prior to the pre-bid meeting and ask questions concerning outside facilities, utilities, demolition and dumpster location, etc. at the pre-bid meeting.

B. Temporary Toilets: Provide temporary toilets until substantial completion.

C. Temporary Utilities: Unless otherwise noted and except for scheduled utility connections projected to last less than (2) hours, provide continuous temporary utility service required to maintain building utilities at all times to all occupied portions of the site during the work.

SECTION 01600 - PRODUCT REQUIREMENTS

1.1 GENERAL

A. Definitions: As follows:

1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
b. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
c. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

2. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use standard contractor request form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

D. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

E. Product Delivery, Storage, and Handling: Use means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products to allow for inspection and measurement of quantity or counting of units.
6. Store materials in a manner that will not endanger Project structure.
7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

F. Product Warranties: Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

a. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
b. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
c. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

2. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

1.2 PRODUCTS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.

a. Substitutions may be considered, unless otherwise indicated.

2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.

   a. Substitutions may be considered, unless otherwise indicated.

3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

   a. Substitutions may be considered, unless otherwise indicated.

4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

   a. Substitutions may be considered, unless otherwise indicated.

5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Paragraph.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.

   a. Substitutions may be considered, unless otherwise indicated.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

C. Product Substitutions: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's Construction Schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.

D. Comparable Products: Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

1.3 EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

1.1 GENERAL

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

E. Installation: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
5. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

a. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
b. Allow for building movement, including thermal expansion and contraction.

6. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
7. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

F. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
4. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
5. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
6. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
7. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

G. Starting and Adjusting: Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

1. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

H. Protection of Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

I. Correction of the Work: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

1.1 GENERAL

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include a description of cutting and patching and changes to existing construction, a list of products to be used and firms or entities that will perform the Work, dates when cutting and patching will be performed, and a list of utilities that cutting and patching procedures will disturb or affect.

1. Structural Elements: No cutting of structural elements is permitted unless specifically indicated in the construction documents.

B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

1.3 EXECUTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

B. Temporary Support: Provide temporary support of Work to be cut. This shall include all design and installation and removal costs associated with structural shoring, temporary support beams, etc. necessary to install the permanent structural modification.

C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

F. Performance: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

G. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

1.1 GENERAL

A. Definitions:

1. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
4. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Materials Ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

C. Submittals:

1. Proposed dust-control and noise-control measures.
2. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition work, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
3. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements.

D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Standards: Comply with ANSI A10.6 and NFPA 241.

F. Project Conditions:

1. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Extent of Owner’s use of site and procedures for coordinating demolition will be addressed at the pre-bid meeting.
2. Maintain access to existing walkways, corridors, tunnels, and other adjacent occupied or used facilities.
3. Owner assumes no responsibility for condition of areas to be selectively demolished.

a. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

b. Owner will remove existing boxes and furnishings. All other items not scheduled to remain shall become property of the Contractor and shall be removed from the site.

G. Hazardous Materials:

1. Hazardous materials abatement is not anticipated.

H. Storage or sale of removed items or materials on-site will not be permitted.

I. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

A. Repair Materials: Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

1.3 EXECUTION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

E. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

F. Utility Requirements: Locate, identify, disconnect, shut off, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building where required.

G. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

H. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Maintain all temporary dust partitions during construction.

I. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

J. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

K. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

L. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. All costs of protecting the existing structure, including professional engineering design of temporary shoring and bracing are a part of this Contract.

M. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

N. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

O. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

P. Selective Demolition: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain [fire watch and] portable fire-suppression devices during flame-cutting operations. As a minimum a (4) hour fire watch shall follow all hot work.
4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
5. Notify Owner promptly if selective demolition operations cause damage to adjacent parts or systems of the building – even if damage is repaired on the spot.

Q. Removed and Salvaged Items: Comply with the following:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

R. Removed and Reinstalled Items: Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

S. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

T. Patching and Repairs: Promptly repair damage to adjacent construction caused by selective demolition operations. NOTIFY OWNER OF ANY SPECIFIC DAMAGE TO ADJACENT SYSTEMS EVEN IF DAMAGED IS IMMEDIATELY REPAIRED.

1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
2. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

U. Disposal of Demolished Materials: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Burning: Do not burn demolished materials.
2. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

1.1 GENERAL

A. Substantial Completion: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Substantial Completion Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty if applicable.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. *For Wolford Street Recreational Access Grant work, submit evidence of acceptance of work by VDOT.*

D. Final Completion Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

E. List of Incomplete Items (Punch List): Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

F. Project Record Documents: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

G. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.

1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

   a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.

2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

H. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

I. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
3. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

J. Warranties: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1.2 PRODUCTS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1.3 EXECUTION

A. Demonstration and Training: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Provide instructors experienced in operation and maintenance procedures.

2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
3. Schedule training with Owner, through Architect, with at least seven (7) days' advance notice.
4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
5. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

B. Final Cleaning: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove construction equipment and surplus material from Project site.
    e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains.
    f. Remove debris and surface dust from limited access spaces.
    g. Sweep concrete floors broom clean in unoccupied spaces.
    h. Vacuum carpet and similar soft surfaces; shampoo if visible soil or stains remain.
    i. Clean transparent materials, including mirrors and glass. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken transparent materials. Polish mirrors and glass.
    j. Remove labels that are not permanent.
    k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.

        1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

    l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication and foreign substances.
    m. Clean plumbing fixtures to a sanitary condition, free of stains.
    n. Replace disposable air filters and clean permanent air filters.

o. Clean light fixtures, lamps, globes, and reflectors. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

CULPEPER COUNTY
GEORGE WASHINGTON CARVER
PIEDMONT TECHNICAL EDUCATION CENTER

ABATEMENT AND ALTERATION PROJECT

9432 JAMES MADISON HIGHWAY
RAPIDAN, VIRGINIA

SCOPE OF WORK FOR
ASBESTOS-CONTAINING MATERIALS ABATEMENT
AND
HAZARDOUS MATERIALS MANAGEMENT

NOVEMBER 15, 2016

TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

Asbestos-Containing Materials (ACM)

Based on past ACM inspections within the parts of this building affected by these alterations, the materials listed below were determined to contain asbestos in the approximate locations, concentrations, types and physical conditions noted:

ACM	LOCATION(S)	LABORATORY RESULTS	CONDITIONS (Friable** or Non-Friable, Stable or Damaged)
(1) Window caulking and glazing	Glazing compounds around glass window panes and caulking around window and door frames	2-3% Chrysotile Asbestos	These ACM are non-friable and currently in stable condition.
(2) 12”x12” Tan floor tiles and related black mastic	Floor tiles and mastic in 1st floor corridor, and only mastic beneath carpeting in classrooms and offices	2% Chrysotile Asbestos (Tiles) 2-4% Chrysotile Asbestos (Mastic)	These ACM were non-friable and currently in stable condition.
(3) Glue pucks	Above 1’x1’ acoustic ceiling tiles in lobby, corridor and room 114	Presumed ACM	These presumed ACM were non-friable and currently in stable condition.

These ACM shall be removed and disposed of as necessary to accomplish the work related to this building alterations project. The removal of these ACM shall be performed by a Virginia Licensed Asbestos Abatement Contractor (Contractor). The Contractor shall comply with all applicable Federal, State and Local occupational and environmental regulations, guidelines and ordinances, including the EPA AHERA rule, during the removal of these ACM. All related asbestos-containing waste materials shall be properly packaged, transported and disposed of in accordance with EPA NESHAP requirements.

The Owner’s Environmental Consultant may conduct daily evaluations of the environmental air quality, the Contractor’s work sites and procedures throughout this ACM removal project, to insure work by the Contractor is not creating adverse environmental contamination or occupational hazards. If such problems are identified by the Owner’s Environmental Consultant, the Contractor shall be responsible for all necessary decontamination and/or corrective measures prior to the Contractor’s release from the project site and re-occupancy of the affected interior spaces by the Owner or Owner’s Representatives. For each containment or phase of abatement, once the Contractor’s Site Supervisor is fully satisfied that the asbestos removal is completed, the Owner’s Environmental Consultant may conduct a final visual inspection of the worksite.

TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

Only after each worksite has passed this visual inspection, passed final air clearance testing (where applicable), and all environmental air testing results have been determined to be acceptable, can the Contractor remove any related containments and allow entry by the Owner or other trades workers.

The Contractor shall submit a written ACM removal plan to the Owner's Environmental Consultant for review and approval at least 10 days prior to beginning any ACM abatement. At a minimum, this plan shall include the following:

1. Copies of all applicable training and accreditation records, licenses, etc. for the firm, and supervisors/workers in the firm that will be removing the ACM.
2. A description of the methods, personnel and equipment that will be used to insure that all Environmental and Occupational Standards will be met
3. A description of the methods, personnel and equipment that will be used to insure that the adjoining interior surfaces and exterior grounds will not be contaminated by these ACM or ACM-contaminated building components and wastes.
4. Copy of the applicable credentials and permits for the ACM waste transport and disposal firm(s) that will be used on this project.

No work shall begin until this plan is submitted by the Contractor and approved by the Owner's Environmental Consultant. No payment for this work shall be approved until all ACM abatement has been properly completed, and the results of the related daily inspections, environmental air testing, post-abatement visual inspections, EPA AHERA clearance air sample results are satisfactory, and all waste manifests have been signed and turned in to the Owner.

Hazardous Materials Management

This building contains fluorescent light fixtures. All mercury gas-containing light tubes and any PCB-containing ballasts shall either be properly recycled, or disposed of in accordance with current EPA RCRA regulatory requirements. The Contractor shall submit a hazardous materials disposal/recycling plan to the Owner's Environmental Consultant at least 10 days prior to the removal of these materials. No work shall begin until this plan is submitted and approved by the Owner's Environmental Consultant. No payment for this work shall be approved until hazardous waste transport and disposal manifests have been properly completed and turned in to the Owner.

This building was constructed prior to 1978 and it is known or suspected to contain lead-based paints (LBP). Paints on the interior and exterior of the metal casement windows

have been tested, and these are confirmed LBP. Paints on interior and exterior wood trims, doors, etc., are highly suspected to be LBP. Paints on interior wall and ceiling surfaces are possibly LBP as well. Any disturbance of these LBP must be in strict compliance with the OSHA Lead Standard and the EPA Renovations, Repair and Painting (RRP) rule requirements. Prior to disposal of any lead-painted selected demolition debris, the Owner's Environmental Consultant may extract representative samples of this debris for lead toxicity characteristics leaching procedure (TCLP) analysis. This testing will require the debris to remain on site for approximately 4 work days. If the test results indicate the debris is non-hazardous, the Contractor may proceed with its disposal as ordinary construction debris. If it qualifies as hazardous waste, the Contractor shall proceed with appropriate segregation of lead-painted components and disposal of these components as hazardous waste per current EPA RCRA regulatory requirements. This additional debris segregation work and the disposal costs of all such hazardous waste shall be paid for by the Owner on a pre-approved time and materials price. If the Contractor will be recycling these lead-based paints-containing construction debris, provided the recycling center provides documentation of the process used and acceptable manifests for the recycled materials, the TCLP testing would not be necessary.

The Contractor shall submit a lead-based paints management plan to the Owner's Environmental Consultant at least 10 days prior to the removal or disturbance of these materials. No work shall begin until this plan is submitted and approved by the Owner's Environmental Consultant. No payment for this work shall be approved until applicable hazardous waste transport and disposal, or recycling, manifests have been properly completed and turned in to the Owner.

Owner's Environmental Consultant:

TJL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
Office: 434-977-1409
Fax: 434-977-1409
Cell: 434-962-8721
Contact: T. Joel Loving, M.S., C.E.I.
Website: www.tjlenvironmental.com
Virginia State Licenses:

Asbestos Abatement Project Designer #3305-000025
Asbestos Inspector #3303-000057
Asbestos Management Planner #3304-000075
Asbestos Project Monitor #2209-000116

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.

© Kawneer Company, Inc., 2013

SECTION 08500 ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Summary

A. Section includes Kawneer Architectural Aluminum Windows including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of window units.
   1. Types of aluminum windows include:
      a. Kawneer Series NX-350 Windows
      b. Overlap Project-Out Window – Fixed Units
      c. 3-1/4" (83 mm) frame depth
      d. AP-HC40

1.3 Definitions

A. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufactures Association (AAMA) – AAMA Glossary (AAMA AG).

1.4 Performance Requirements

A. General Performance: Aluminum-framed window system shall withstand the effects of the following performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.

B. Window Performance Requirements:

   1. Provide aluminum windows of performance indicated that comply with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS).
      a. Performance Class and Grade: AP-HC40.

   2. Wind loads: Provide window system; include anchorage, capable of withstanding wind load design pressures of (_15_) lbs./sq. ft. inward and (__16__) lbs./sq. ft. outward.

   3. Air Infiltration: The test specimen shall be tested in accordance with ASTM E283 at a minimum size of 60" x 32" (1524 x 813). Air infiltration rate shall not exceed 0.3 cfm/ft^2 at a static air pressure differential of 6.24 psf (300 Pa).

   4. Water Resistance: The test specimen shall be tested in accordance with ASTM E547 and ASTM E331 at a minimum size of 60" x 32" (1524 x 813). There shall be no leakage as defined in the test method at a static air pressure differential of 10 psf (479 Pa).

   5. Uniform Load Structural: A minimum static air pressure difference of 60 psf (2873 Pa) shall be applied in the positive and negative direction in accordance with ASTM E330. The unit shall be evaluated after each load.

   6. Component Testing: Window components shall be tested in accordance with procedures described in AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS).

   7. U-Factor: thermal computer simulation per NFRC 100, at the prescribed 59"x 24" (1499 x 610) Non-Residential Size, glazed with 1" insulating glass made with 1/8" glass with a soft coat low E on the #2 surface of the exterior lite, thermoplastic butyl spacer, krypton gas, and 1/8"clear interior glass lite: Thermal Transmittance to be maximum 0.43 BTU/HR/SQ.FT/°F.

   8. Condensation Resistance: thermal computer simulation per NFRC 500, at the prescribed 59"x 24" (1499 x 610) Non-Residential Size, glazed with 1" insulating glass made with 1/8" glass with a soft coat low E on the #2 surface of the exterior lite, thermoplastic butyl spacer, krypton gas, and 1/8"clear interior glass lite: Condensation Resistance to be minimum 47.

   9. Forced Entry Resistance: All windows shall conform to ASTM F588, Grade 10.

   10. Thermal Barrier Test: Thermal break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA 505.

1.5 Submittals

A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of aluminum window indicated.

B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances and installation details.

C. Samples for Initial Selection: For units with factory-applied color finishes including samples of hardware and accessories involving color selection.

D. Samples for Verification: For aluminum windows and components required.

E. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type, class, grade, and size of aluminum window. Test results based on use of downsized test units will not be accepted.

1.6 Quality Assurance

A. Installer Qualifications: An installer which has had successful experiences with installation of the same or similar units required for this project and other projects of similar size and scope.

B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.

C. Source Limitations: Obtain aluminum windows through one source from a single manufacturer.

D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum windows and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Do not modify size and dimensional requirements.
   1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Build mockup for type(s) of window(s) indicated, in location(s) shown on Drawings.

F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.7 Project Conditions

A. Field Measurements: Verify aluminum window openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.8 Warranty

A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty.
   1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.

© Kawneer Company, Inc., 2013

PART 2 - PRODUCTS

2.1 Manufacturers

A. Basis-of-Design Product:
   1. Kawneer company Inc.

B. Substitution Acceptance: Acceptance will be in written form by the Architect.

2.2 Materials

A. Aluminum Extrusions: Alloy and temper recommended by aluminum window manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.070" (1.8 mm) wall thickness at any location for the main frame and sash members.

B. Thermal Barrier: The thermal barrier shall consist of integral structural thermal break made with glass-reinforced nylon strips installed continuously and mechanically bonded to the aluminum.

C. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum window members, trim, hardware, anchors, and other components.

D. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B633 for SC3 severe service conditions; provide sufficient strength to withstand design pressure indicated.

E. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B456 for Type SC3 severe service conditions, or zinc-coated steel or iron complying with ASTM B633 for SC3 severe service conditions; provide sufficient strength to withstand design pressure indicated.

F. Sealant: For sealants required within fabricated windows, provide window manufacturer's standard, permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.

2.3 Window System

A. Series NX-350 Windows - Overlap Project-Out Fixed Units

2.4 Glazing

A. Glass and Glazing Materials: U value = <0.32, 1" insulated, low E Gray tint – submit sample

B. Glazing System: Glazing method shall be a wet/dry type in accordance with manufacturer's standards. Exterior glazing shall be silicone back bedding sealant. Interior glazing shall be snap-in type glazing beads with an interior gasket in accordance with AAMA 702 or ASTM C864.

2.5 Hardware

2.6 Accesories

A. Spacers, Setting Blocks, Gaskets, and Bond Breakers: Manufacturer's standard permanent, non-migrating types in hardness recommended by manufacturer, compatible with sealants, and suitable for system performance requirements.

B. Framing system gaskets, sealants, and joint fillers as recommended by manufacturer for joint type.

C. Sealants and joint fillers for joints at perimeter of window system as specified in Division 7 Section "Joint Sealants".

D. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

E. Optional Muntin Grids: Extruded aluminum profiles, 6063-T6 alloy and temper and as follows:
   1. True muntins or
   2. Simulated Divided Lites w/ Between the glass filler.

F. Optional Exterior Panning and Interior Trims: Extruded aluminum, 6063-T6 alloy and temper, extruded to profiles and details indicated. Seal exterior joints with manufacturer's standard sealant to assure water-tight joints.
   1. Exterior Panning and Trims: All panning profiles shall be a minimum thickness of 0.062" (1.57 mm) to match the profiles as shown the drawings. Any profile variations shall be submitted to the architect and/or owner for approval 10 days prior to bid date. All panning shall be factory fabricated for field assembly. All corner joinery shall be factory cut. Joinery at the sill shall be coped and butt-type construction. All preparations for assembly shall be completed by the window manufacturer. Upon assembly, panning frame joints shall be back-sealed to prevent moisture penetration.
   2. Interior Trims: The interior face trim minimum wall thickness shall be 0.062" (1.57 mm). The face trim shall snap-fit onto concealed mounting clip. Exposed fasteners shall not be accepted. The mounting clip shall be extruded aluminum of 6063-T6 alloy and temper. The minimum wall thickness shall be 0.062" (1.57 mm). The trim clips shall be provided in 3" (76.2 mm) lengths and spaced a maximum of 18" (457.2 mm) center to center.

G. Coupling Mullions: Shall be extruded aluminum of 6063-T6 alloy and temper of profile and dimensions indicated on drawings. Mullions shall provide structural properties to resist wind pressure required by performance criteria and standards.

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.

© Kawneer Company, Inc., 2013

2.7 Fabrication

A. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fit joints; make joints flush, hairline and weatherproof.
   3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
   4. Physical and thermal isolation of glazing from framing members.
   5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   6. Provisions for field replacement of glazing.
   7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

B. Window Frame Joinery: Mitered and Mechanically clipped and/or staked. Factory sealed frame and corner joints.

C. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

D. Fabricate aluminum windows that are re-glazable without dismantling sash or framing.

E. Thermally Broken Construction: Fabricate aluminum windows with an integral, concealed, low-conductance thermal barrier; located between exterior materials and window members exposed on interior side; in a manner that eliminates direct metal-to-metal contact. Thermal barriers shall be designed in accordance with AAMA TIR A8.
   1. Thermal Barrier: The thermal barrier shall consist of integral structural thermal break made with glass-reinforced nylon strips installed continuously and mechanically bonded to the aluminum.

F. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.

G. Sub frames: Provide sub frames with anchors for window units as shown, of profile and dimensions indicated but not less than 0.093" (2.4 mm) thick extruded aluminum. Miter or cope corners, and join with concealed mechanical joint fasteners. Finish to match window units. Provide sub frames capable of withstanding design loads of window units.

H. Factory-Glazed Fabrication: Glaze aluminum windows in the factory where practical and possible for applications indicated. Comply with requirements in Division 08 Section “Glazing” and with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS).

I. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section “Glazing” and glazing system indicated. Provide glazing stops to match frame.

2.8 Aluminum Finishes

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes..

B. Factory Finishing:
   1. Kawneer Permanodic™ AA-M10C21A44 / AA-M45C22A44, AAMA 611, Architectural Class I Color Anodic Coating (Color Dark Bronze).

PART 3 - EXECUTION

3.1 Examination

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight window installation.
   1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
   2. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches (76.2 mm) of opening.
   3. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
   4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.

B. Install aluminum framed window system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.

C. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.

D. Install aluminum framed window system and components to drain condensation, water penetrating joints, and moisture migrating within system to the exterior.

E. Separate aluminum from dissimilar materials to prevent corrosion or electrolytic action at points of contact.

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.

© Kawneer Company, Inc., 2013

3.3 Field Quality Control

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
   1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

B. Testing Services: Testing and inspecting of installed windows shall take place as follows:
   1. Testing Methodology: Testing Standard shall be per AAMA 502 including reference to ASTM E783 for Air Infiltration Test and ASTM E1105 for Water Penetration Test.
      a. Air Infiltration Test: Conduct test in accordance with ASTM E783 at a minimum uniform static test pressure of 1.57 psf (75 Pa) for CW or 6.24 psf (300 Pa) for AW. The maximum allowable rates of air leakage for field testing shall not exceed 1.5 times the project specifications.
      b. Water Infiltration Test: Water penetration resistance tests shall be conducted in accordance with ASTM E1105 at a static test pressure equal to 2/3 the specified water test pressure.
   2. Testing Extent: Architect shall select window units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air infiltration and water penetration with manufacturer's representative present.
   3. Test Reports: Shall be prepared according to AAMA 502.

3.4 Adjusting, Cleaning, And Protection

A. Adjust operating sashes, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather tight closure. Lubricate hardware and moving parts.

B. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

C. Clean glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.

D. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

E. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

DISCLAIMER STATEMENT

This guide specification is intended to be used by a qualified construction specifier. The guide specification is not intended to be verbatim as a project specification without appropriate modifications for the specific use intended. The guide specification must be used and coordinated with the procedures of each design firm, and the particular requirements of a specific construction project.

END OF SECTION 08500

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

Kawneer reserves the right to change configuration without prior notice when deemed necessary for product improvement.

© Kawneer Company, Inc., 2013