

CITY OF PLYMOUTH
AGENDA
Housing and Redevelopment Authority
October 22, 2020, 7:00 PM
City Hall

1. CALL TO ORDER
2. PUBLIC FORUM
3. APPROVE AGENDA
4. **CONSENT AGENDA**—*These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
 - 4A Approve proposed September 24, 2020 minutes
 - 4B Plymouth Town Square. Accept monthly housing reports
 - 4C Vicksburg Crossing. Accept monthly housing reports
5. **PUBLIC HEARING**
 - 5A Housing Choice Voucher Program. Proposed changes to the Housing Choice Voucher Administrative Plan and submission of HUD-50077-CR
6. **NEW BUSINESS**
 - 6A Approve Plans and Specifications and Order Advertisement for Bids for 2021 Vicksburg Crossing Window Replacement Project
7. **UPDATES**
8. **ADJOURNMENT**

Instructions to participate in virtual HRA Meeting

HRA meetings will be conducted virtually (via Zoom webinar/conference call) due to the state of local emergency for the COVID 19 pandemic. The chair, commissioners, and staff will participate in this meeting via telephone/video conference. The meeting will be live-streamed online via Zoom.

Public Comments

Written comments: Comments may be submitted for inclusion in the HRA packet by emailing Community Development Coordinator Matt Lupini at mlupini@plymouthmn.gov. You may also request that comments of up to one page be read into the record by the Community Development Coordinator.

Speaking during the meeting: The public may address the HRA regarding an item on the agenda via Zoom conferencing service at no cost. Those who wish to speak must register online via Zoom and indicate that they wish to provide public comment on an agenda item. Register via Zoom at:

https://us02web.zoom.us/webinar/register/WN_Ru0zgCHDQ8uaWUawc7pznQ

4A

**DRAFT MINUTES
PLYMOUTH HOUSING AND REDEVELOPMENT AUTHORITY
September 24, 2020**

MEMBERS PRESENT: Chair Michelle Soderberg, Commissioners Jeff Kulaszewicz, Robert Huddleston, Aqueelah Whitfield, and Lucas Larson.

STAFF PRESENT: HRA Executive Director Steve Juetten, HRA Manager Jim Barnes, Community Development Coordinator Matt Lupini, Support Services Manager Denise Whalen, and Permit Technician Tina Beckfeld.

OTHERS PRESENT: Council Member Jim Davis, Cathy Capone Bennett of Bennett Community Consulting, and Joel Spoonheim Plymouth resident and representative of Outreach Development Corp.

1. CALL TO ORDER

Chair Soderberg called the Plymouth Housing and Redevelopment Authority meeting to order at 7:00 p.m.

2. PUBLIC FORUM

Chair Soderberg opened and closed the Public Forum as there was no one present to speak.

3. APPROVE AGENDA

MOTION by Commissioner Kulaszewicz, seconded by Commissioner Huddleston, to approve the Agenda. **Roll Call Vote.** 5 Ayes. (Chair Soderberg, Commissioners Whitfield, Larson, Huddleston, and Kulaszewicz). **MOTION** passed unanimously.

4. CONSENT AGENDA

4A. Approve proposed August 27, 2020 minutes

4B. Plymouth Towne Square. Accept monthly housing reports

4C. Vicksburg Crossing. Accept monthly housing reports

MOTION by Commissioner Kulaszewicz, seconded by Commissioner Huddleston, to approve the Consent Agenda. 5 Ayes. (Chair Soderberg, Commissioners Whitfield, Larson, Huddleston, and Kulaszewicz). **MOTION** passed unanimously.

5. NEW BUSINESS

5A. Strategic Plan. Review and discuss HRA strengths, weaknesses, opportunities, and threat analysis (SWOT)

Cathy Capone Bennett of Bennett Community Consulting updated the board on her progress of holding stakeholder engagement meetings with a Summit Mortgage banker, a local realtor, a resident who used to work in banking and currently works in affordable housing, Interfaith Outreach, and the Outreach Development Corp (ODC) board. She stated she would provide the board with a summary of those meetings once she completes her interviews with Plymouth faith leaders and Wayzata School staff. In addition, she stated a Flash Vote survey was sent out earlier in the week, with results received just before this meeting. She said results would hopefully be shared prior to or at the next HRA meeting.

Council Member Jim Davis asked what the ODC board is.

Ms. Bennett replied the ODC is a housing developer, and the board is comprised of approximately 20 business leaders: people in affordable housing, corporations, and representative of the health sector that drive the work of Interfaith Outreach. They also provide funding for affordable housing.

Chair Soderberg asked Ms. Bennett to clarify if the ODC is a corporation separate from IOCP.

Ms. Bennett confirmed that the ODC is an affiliate that works in the interest of Interfaith Outreach.

Commissioner Larson asked if any residents were interviewed.

Ms. Bennett said yes, she interviewed a resident that was recommended to her who used to work in banking and currently works in affordable housing. The Flash Vote was done since in person interviews with residents is prohibitive during the Coronavirus pandemic. Survey results were just short of 1,200 responses.

Commissioner Larson asked if the responses were all Plymouth residents.

HRA Manager Barnes replied the majority of the responses were from Plymouth residents.

Ms. Bennett presented a color coordinated compilation of the board members' thoughts for the SWOT summary. She stated she wants to confirm she captured everything and address some conflicts between the strengths and weaknesses that were provided.

HRA Manger Barnes added he would like to see a concerted platform from the board using one voice going forward to present to the City Council.

Commissioners Larson and Kulaszewicz asked for clarification if the SWOT is about the city of Plymouth in general or is it specific to the HRA.

Ms. Bennett replied the intent of the SWOT is to specify what the goals and mission of the HRA are in regard to the city. She said the HRA cannot be isolated from the community because it serves the community, and that strengths are the work that the HRA does well for the community and the weaknesses are the things the HRA can do better for the community.

HRA Executive Director Juetten stated the SWOT analysis gives us a basis of what we want to put into the strategic plan; to pull out the strengths, weaknesses, opportunities, and threats. He said we must identify those things in the city as a whole that the HRA can make better and ultimately develop a strategic plan that makes the strengths stronger, and lessens the weaknesses.

The Board discussed the conflicts in the SWOT matrix and came to a consensus on the revisions.

Ms. Bennett stated she would make the changes and provide the board with the final SWOT analysis at the October 13th meeting. She also asked the Board to review her compilation of best practices that was distributed earlier in the week and be ready to discuss them at the next meeting.

Joel Spoolheim of 11710 28th Ave N, resident of Plymouth and member of the ODC addressed the board. He mentioned barriers in Plymouth for affordable housing: the amount of land guided or zoned for affordable housing and density with respect to affordable housing – for work force homeowners/tenants. He stated he appreciates the work the HRA is doing with the strategic plan and extended an invitation to the commissioners to continue the conversation.

Chair Soderberg asked Ms. Bennett if they should each have one to three ideas of focus areas prepared for the next meeting.

Ms. Bennett suggested the commissioners introduce idea(s) they want included in the Strategic Plan as a presentation so everyone is taking the information in at the same time.

5B. HRA Budgets. Review and approve the 2021 budget

Support Services Manager Whalen gave an overview of the Housing Choice Voucher portion of the 2021 budget staff report.

Commissioner Kulaszewicz asked how many vouchers Plymouth is currently administering.

Support Services Manager Whalen replied a little over 300 vouchers, 230 of which are for Plymouth including five new Veterans Affairs Supportive Housing (VASH) vouchers. VASH vouchers serves veterans. She added that there are also 95 port-in vouchers that Plymouth administers.

HRA Manager Barnes gave an overview of the Community Development Block Grant (CDBG) and the HRA General Fund portions of the 2021 budget staff report.

Commissioner Kulaszewicz asked if we have looked at the interest rates of our bonds.

HRA Manager Barnes replied yes - every year our financial advisor Ehlers reviews the entire portfolio of bonds and makes recommendations. Ehlers recommended paying the Plymouth Towne Square bonds off with an inter-fund loan through the city to reduce costs by approximately \$30,000. Vicksburg Crossing will be looked at in the first or second quarter of 2021.

Council Member Davis stated the budget documents are hard to follow and requested a summary going forward.

HRA Manager Barnes said he would work with Finance staff to make the transmission of budget information easier to understand.

Council Member Davis asked if the levy includes funds for new initiatives.

HRA Manager Barnes answered no.

MOTION by Commissioner Huddleston, seconded by Commissioner Larson, to recommend that the City Council approve the 2021 HRA budgets. **Roll Call Vote.** 5 Ayes. (Chair Soderberg, Commissioners Whitfield, Larson, Huddleston, and Kulaszewicz). **MOTION** passed unanimously.

5C. HRA Accessible Home Program – Consider purchase of 3315 Garland Lane N

HRA Manager Barnes gave an overview of the staff report.

Council Member Davis asked what would happen to the rented property if the occupant passed away or had to move to a facility.

HRA Manager Barnes answered at that point staff would bring options to the board for their consideration.

Commissioner Kulaszewicz asked why there is such a discrepancy between the purchase price and the appraisal.

HRA Manager Barnes stated the occupant is very grateful for what the program has provided, and wanted his asking price to reflect such.

Commissioner Huddleston asked if the book value is \$185,000 plus \$65,000 loan forgiveness.

HRA Manager Barnes answered yes.

Commissioner Huddleston asked if there will be a tax obligation for buying the property at a significantly lower market value.

HRA Manager Barnes answered no.

MOTION by Commissioner Huddleston, seconded by Commissioner Whitfield, to provide staff the authority to draft a purchase agreement and make an offer to purchase 3315 Garland Lane N, Plymouth, MN 55447 in the amount of \$185,000. **Roll Call Vote.** 5 Ayes. (Chair Soderberg, Commissioners Whitfield, Larson, Huddleston, and Kulaszewicz). **MOTION** passed unanimously.

6. UPDATES

Elements
Cranberry Ridge
Four Seasons Mall
Fernbrook Lane site
Vicksburg Crossing Magic Packs

7. ADJOURNMENT

MOTION by Chair Soderberg, with no objection, to adjourn the meeting at 9:10 p.m.

P
PLYMOUTH
TOWNE SQUARE

4B

MEMORANDUM

To: Jim Barnes

From: Phil Marston

Date: October 15, 2020

RE: Plymouth Towne Square Monthly Report for September 2020.
The October 2020 Newsletter and Calendar are attached.

Rentals:

As of September 1st we had 97 occupied apartments.

Apartment Type	Occupied	Vacant	Deposits	Estimated Move in
1 Bedroom	60	0	0	
2 Bedroom 1-Bath	18	0	0	
2 Bedroom 2-Bath	19	0	0	
Totals	97	0	0	

Move-Ins/Move-Outs:

We had four move in and one move out during September. As of September 30th we had 97 occupied apartments. We also had two people switch apartments in September.

Marketing

The wait lists remain open with 95 names on the 1-bedroom list and 22 names on the 2-bedroom list. We receive inquiry calls daily and send applications out when requested.

Resident Services

Due to COVID-19 and the need to practice social distancing we have reduced resident activities at Plymouth Towne Square. The Thursday morning coffee group is meeting weekly and social distancing is being practiced. We celebrated birthdays by offering free packets of cookies in the lobby on the third Thursday of the month.

Building Issues

No issues to report.

Balance Sheet

PLYMOUTH TOWNE SQUARE

As Of September 30, 2020

	Ending Balance	Total
ASSETS		
CURRENT ASSETS		
US BANK OPER ACCT	91,994	
US BANK SEC DEP ACCT	67,283	
INVESTMENTS - WORKING CAPITAL FUND	752,734	
INVESTMENTS - NEW DEBT SERVICE	255,139	
ACCOUNTS REC-TENANTS	(212)	
DUE FROM CITY OF PLYMOUTH	140,000	
INTEREST RECEIVABLE	1,251	
ACCOUNTS REC-OTHER	486	
PREPAID PROPERTY INSURANCE	24,981	
PREPAID WORKERS COMP INSUR	18	
PREPAID OTHER	8,697	
TOTAL CURRENT ASSETS		1,342,371
FIXED ASSETS		
LAND	459,247	
SITE IMPROVEMENTS	205,947	
BUILDING	5,767,619	
BUILDING IMPROVEMENTS	1,092,290	
FURN, FIXT & EQUIP-GENERAL	448,327	
FURNITURE & FIXTURES - HOUSEKEEPING	8,696	
COMPUTERS/OFFICE EQUIPMENT	13,060	
ACCUMULATED DEPRECIATION	(4,618,399)	
TOTAL FIXED ASSETS		3,376,787
NON-CURRENT ASSETS		
TOTAL ASSETS		4,719,158
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE-TRADE	12,264	
ACCRUED PAYROLL	5,869	
ACCRUED COMPENSATED BALANCES	488	
ACCRUED INTEREST	19,692	
ACCRUED REAL ESTATE TAXES	26,417	
BONDS PAYABLE-SERIES 2011A ST	305,000	
ACCRUED OTHER	2,785	
TOTAL CURRENT LIABILITIES		372,514
LONG-TERM LIABILITIES		
SECURITY DEPOSITS	67,433	
BONDS PAYABLE - SERIES 2011A LT	980,000	
BOND PREMIUM	18,952	
TOTAL LIABILITIES		1,438,899
EQUITY		
RETAINED EARNINGS RSRVD FOR DS	140,561	
RETAINED EARNINGS	810,011	
NET INVESTMENT IN CAPITAL ASSETS	2,215,989	
TOTAL EQUITY		3,166,562
CURRENT YEAR INCOME/(LOSS)		113,697
TOTAL LIABILITIES & EQUITY		4,719,158

Profit and Loss Variance

PLYMOUTH TOWNE SQUARE

Through September 30, 2020

	MTD Actual	Budget	Var.	YTD Actual	Budget	Var.	Year Budget
INCOME							
APARTMENT RENTAL REVENUE	59,581	57,888	1,693	534,290	520,992	13,298	694,656
HRA INDIVIDUAL	14,583	14,583	0	131,247	131,247	0	175,000
GARAGE RENT	3,200	3,250	(50)	28,625	29,250	(625)	39,000
GUEST ROOM REVENUE	0	130	(130)	325	1,170	(845)	1,560
LAUNDRY REVENUE	0	950	(950)	2,945	8,550	(5,605)	11,400
APPLICATION FEE REVENUE	105	70	35	280	490	(210)	630
TRANSFER FEE REVENUE	0	0	0	500	500	0	500
INVESTMENT INCOME	418	416	2	24,235	3,752	20,483	5,000
CONTRIBUTED CAPITAL REVENUE	0	7,104	(7,104)	0	63,936	(63,936)	85,250
MISCELLANEOUS REVENUE	0	100	(100)	483	900	(417)	1,200
TOTAL INCOME	77,887	84,491	(6,604)	722,930	760,787	(37,857)	1,014,196
EXPENSES							
ADMINISTRATION							
MANAGER SALARIES/WAGES	4,929	4,916	(13)	44,362	44,252	(110)	59,000
PAYROLL TAXES	642	929	287	5,453	8,355	2,902	11,142
HEALTH INSURANCE	1,441	1,187	(254)	12,837	10,683	(2,154)	14,243
WORKERS COMP INSURANCE	119	180	61	1,130	1,620	490	2,160
MAINTENANCE SALARIES/WAGES	4,644	4,857	213	33,962	43,713	9,751	58,281
EMPLOYEE COSTS	80	110	30	760	1,030	270	1,400
SEMINAR/TRAINING	0	0	0	0	255	255	255
BANK FEES	108	100	(8)	843	900	57	1,200
DUES, SUBS & MEMBERSHIPS	0	0	0	60	60	0	60
LICENSE & PERMITS	0	0	0	200	365	165	1,119
MILEAGE REIMBURSEMENT	32	52	20	444	472	28	630
POSTAGE/OVERNIGHT EXPRESS	0	45	45	68	135	67	135
PRINTING	0	20	20	826	180	(646)	240
MANAGEMENT FEES	4,840	4,840	0	43,560	43,560	0	58,080
PROFESSIONAL FEES	903	160	(743)	1,129	1,440	311	1,920
TELEPHONE EXPENSE	389	400	11	3,403	3,600	197	4,800
EQUIPMENT LEASE/REPAIR	301	265	(36)	6,895	2,385	(4,510)	3,180
OFFICE SUPPLIES	0	93	93	829	837	8	1,116
TOTAL ADMIN EXPENSES	18,427	18,154	(273)	156,762	163,842	7,080	218,961
LIFE ENRICHMENT							
RESIDENT PROGRAM/ACTIVITIES	143	255	112	1,552	3,520	1,968	6,480
TOTAL LIFE ENRICHMENT EXPENSES	143	255	112	1,552	3,520	1,968	6,480

Profit and Loss Variance

PLYMOUTH TOWNE SQUARE

Through September 30, 2020

	MTD Actual	Budget	Var.	YTD Actual	Budget	Var.	Year Budget
MARKETING							
ADVERTISING	0	10	10	0	90	90	120
TOTAL MARKETING EXPENSES	0	10	10	0	90	90	120
HOUSEKEEPING							
CONTRACT LABOR	2,347	1,509	(838)	17,978	13,581	(4,397)	18,108
CLEANING SUPPLIES	263	175	(88)	1,673	1,575	(98)	2,100
TOTAL HOUSEKEEPING EXPENSES	2,610	1,684	(926)	19,651	15,156	(4,495)	20,208
BUILDING & GROUNDS							
CABLE TV EXPENSE	87	104	17	784	816	32	1,128
UTILITIES - ELECTRICITY	2,043	2,000	(43)	15,502	18,600	3,098	24,500
UTILITIES - GAS	758	700	(58)	12,586	16,500	3,914	22,800
UTILITIES - WATER/SEWER	1,810	1,900	90	15,813	16,700	887	22,000
WATER SOFTENING SERVICE	523	525	2	4,284	4,725	441	6,300
DOORS, KEYS & WINDOWS	192	300	108	648	2,700	2,052	3,600
FIRE SYSTEM SERVICE	410	600	190	4,212	5,400	1,188	7,200
LAWN SERVICE/LANDSCAP/SNOW RMVL	975	2,400	1,425	13,565	22,500	8,935	28,200
PEST CONTROL	145	150	5	581	580	(1)	730
TRASH REMOVAL	1,787	992	(795)	11,692	8,928	(2,764)	11,904
UNIT TURNOVER REPAIRS	3,107	3,438	331	27,097	30,950	3,853	41,264
ELEVATOR-REPAIRS & MAINTENANCE	634	790	156	5,702	7,110	1,408	9,480
REPAIRS & MAINTENANCE	385	2,734	2,349	28,852	24,598	(4,254)	32,800
BUILDING & GROUNDS SUPPLIES	2,373	1,666	(707)	20,547	15,002	(5,545)	20,000
HVAC - REPAIRS & MAINTENANCE	922	2,000	1,078	8,634	18,000	9,366	24,000
MISCELLANEOUS B & G EXPENSES	0	834	834	0	7,500	7,500	10,000
TOTAL BUILDING & GROUNDS	16,150	21,133	4,983	170,499	200,609	30,110	265,906
OTHER OPERATING EXPENSES							
PROPERTY & LIABILITY INSURANCE	3,104	2,587	(517)	24,695	22,842	(1,853)	30,606
PAYMENT IN LIEU OF PROPERTY TAX	2,936	2,936	0	26,417	26,417	0	35,225
TOTAL OTHER OPERATING EXPENSES	6,040	5,523	(517)	51,112	49,259	(1,853)	65,831
TOTAL OPERATING EXPENSES	43,370	46,759	3,389	399,577	432,476	32,899	577,506
NET OPERATING INCOME / (LOSS)	34,518	37,732	(3,214)	323,353	328,311	(4,958)	436,690
DEPREC, INTEREST & OTHER							
DEPRECIATION EXPENSE	16,433	16,433	0	147,897	147,897	0	197,197
AMORTIZATION EXPENSE	(527)	(526)	1	(4,743)	(4,742)	1	(6,320)
RESERVE/REPLACE CAPITAL EXPENSE	29,261	14,125	(15,136)	96,502	141,125	44,623	169,250
INTEREST EXPENSE	3,433	3,283	(150)	30,000	29,539	(461)	39,388
HRA SUBSIDY-TIF	(6,667)	(6,666)	1	(60,000)	(60,002)	(2)	(80,000)
TOTAL DEPREC, INTEREST & OTHER	41,934	26,649	(15,285)	209,656	253,817	44,161	319,515
NET INCOME / (LOSS)	(7,416)	11,083	(18,499)	113,697	74,494	39,203	117,175

Twelve Month Profit and Loss

PLYMOUTH TOWNE SQUARE

For Year 2020

	Period End Oct 31, 2019	Period End Nov 30, 2019	Period End Dec 31, 2019	Period End Jan 31, 2020	Period End Feb 29, 2020	Period End Mar 31, 2020	Period End Apr 30, 2020	Period End May 31, 2020	Period End Jun 30, 2020	Period End Jul 31, 2020	Period End Aug 31, 2020	Period End Sep 30, 2020	Period End Total
INCOME													
APARTMENT RENTAL REVENUE	59,885	59,830	58,712	58,987	60,388	60,174	59,958	59,985	59,391	58,655	57,175	59,581	712,717
HRA INDIVIDUAL	15,417	15,417	15,417	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	14,583	177,497
GARAGE RENT	3,350	3,250	3,210	3,200	3,300	3,250	3,125	3,150	3,150	3,100	3,150	3,200	38,435
GUEST ROOM REVENUE	280	780	65	130	195	0	0	0	0	0	0	0	1,430
LAUNDRY REVENUE	881	815	905	1,020	890	1,025	10	0	0	0	0	0	5,548
APPLICATION FEE REVENUE	70	70	35	70	0	0	0	0	0	0	105	105	455
TRANSFER FEE REVENUE	0	0	0	0	0	0	0	0	0	500	0	0	500
INVESTMENT INCOME	4,758	626	1,338	562	558	478	419	13,388	418	7,578	418	418	30,956
UNREALIZED GAIN/LOSS	0	0	(8,398)	0	0	0	0	0	0	0	0	0	(8,398)
MISCELLANEOUS REVENUE	0	0	0	421	3	0	0	(1)	0	0	80	0	483
TOTAL INCOME	84,620	80,788	71,282	78,972	79,916	79,507	78,093	91,105	77,542	84,416	75,491	77,887	959,619
EXPENSES													
ADMINISTRATION													
MANAGER SALARIES/WAGES	4,825	4,689	4,620	4,909	4,701	5,025	4,863	5,025	4,863	5,025	5,025	4,929	58,475
PAYROLL TAXES	562	840	793	436	722	662	677	966	516	333	468	642	7,650
HEALTH INSURANCE	1,384	957	1,050	1,768	1,441	1,441	1,441	985	1,441	1,441	1,441	1,441	16,238
WORKERS COMP INSURANCE	89	173	115	119	119	119	119	178	119	119	119	119	1,487
MAINTENANCE SALARIES/WAGES	4,281	4,008	4,552	4,728	4,544	4,587	4,527	4,826	1,206	279	4,821	4,844	46,803
EMPLOYEE COSTS	80	120	80	80	80	80	80	120	80	80	80	80	1,040
BANK FEES	119	71	110	88	98	87	95	115	77	98	77	108	1,144
DUES, SUBS & MEMBERSHIPS	0	0	0	80	0	0	0	0	0	0	0	0	80
LICENSE & PERMITS	694	60	0	0	0	0	0	0	0	0	200	0	954
MILEAGE REIMBURSEMENT	46	26	96	81	17	81	129	82	0	23	0	32	613
POSTAGE/OVERNIGHT EXPRESS	0	0	0	0	55	0	0	0	13	0	0	0	88
PRINTING	0	0	0	0	826	0	0	0	0	0	0	0	826
MANAGEMENT FEES	4,840	4,840	4,840	4,840	4,840	4,840	4,840	4,840	4,840	4,840	4,840	4,840	58,080
PROFESSIONAL FEES	0	252	0	0	75	1	0	0	0	0	150	903	1,381
TELEPHONE EXPENSE	364	373	373	373	372	375	374	373	374	384	389	389	4,514
EQUIPMENT LEASE/REPAIR	343	396	1,088	347	152	665	314	342	2,181	2,252	341	301	8,722
OFFICE SUPPLIES	0	53	0	258	0	121	125	0	0	68	259	0	881
TOTAL ADMIN EXPENSES	17,616	16,839	17,718	18,086	18,042	18,083	17,584	17,882	15,708	14,917	18,032	18,427	208,935
LIFE ENRICHMENT													
RESIDENT PROGRAM/ACTIVITIES	1,752	361	1,652	65	792	204	73	14	80	80	101	143	5,317
TOTAL LIFE ENRICHMENT EXPENSES	1,752	361	1,652	65	792	204	73	14	80	80	101	143	5,317
HOUSEKEEPING													
CONTRACT LABOR	1,372	1,372	1,372	1,452	1,372	1,597	2,047	2,122	2,347	2,347	2,347	2,347	22,094
CLEANING SUPPLIES	232	178	100	49	90	660	152	160	233	0	66	283	2,183
TOTAL HOUSEKEEPING EXPENSES	1,604	1,550	1,472	1,501	1,462	2,257	2,199	2,282	2,580	2,347	2,413	2,610	24,277

Twelve Month Profit and Loss

PLYMOUTH TOWNE SQUARE

For Year 2020

	Period End Oct 31, 2019	Period End Nov 30, 2019	Period End Dec 31, 2019	Period End Jan 31, 2020	Period End Feb 29, 2020	Period End Mar 31, 2020	Period End Apr 30, 2020	Period End May 31, 2020	Period End Jun 30, 2020	Period End Jul 31, 2020	Period End Aug 31, 2020	Period End Sep 30, 2020	Period End Total
BUILDING & GROUNDS													
CABLE TV EXPENSE	84	84	84	84	84	89	89	89	89	87	87	87	1,035
UTILITIES - ELECTRICITY	1,690	1,098	1,611	1,619	1,522	1,394	1,549	1,438	2,067	2,007	1,865	2,043	19,901
UTILITIES - GAS	979	2,034	2,869	3,061	2,826	1,884	1,550	994	527	514	474	758	18,269
UTILITIES - WATER/SEWER	1,934	1,756	1,540	1,648	1,581	1,615	1,879	1,747	1,913	1,830	1,790	1,810	21,044
WATER SOFTENING SERVICE	728	226	456	507	495	391	440	525	405	428	570	523	5,692
DOORS, KEYS & WINDOWS	405	0	11	410	0	9	0	0	0	20	16	192	1,063
FIRE SYSTEM SERVICE	753	210	392	210	210	210	210	210	1,672	210	873	410	5,566
LAWN SERVICE/LANDSCAP/SNOW RMVL	1,530	2,705	4,604	3,440	2,055	0	0	2,815	1,475	1,830	975	975	22,404
PEST CONTROL	0	0	0	145	0	145	0	0	145	0	0	145	581
TRASH REMOVAL	953	1,224	1,122	1,106	1,376	1,288	1,276	1,276	1,364	1,132	1,082	1,787	14,991
UNIT TURNOVER REPAIRS	0	1,692	2,440	3,237	0	0	2,445	0	5,083	11,201	2,024	3,107	31,229
ELEVATOR-REPAIRS & MAINTENANCE	634	634	784	634	634	634	634	634	634	634	634	634	7,733
REPAIRS & MAINTENANCE	672	1,159	11,831	0	0	6,815	7,721	6,118	885	856	6,073	385	42,514
BUILDING & GROUNDS SUPPLIES	1,487	1,116	1,276	2,705	3,534	2,555	2,921	1,382	1,259	1,120	2,700	2,373	24,408
HVAC - REPAIRS & MAINTENANCE	771	704	923	285	2,674	578	709	265	265	1,113	1,842	922	11,032
TOTAL BUILDING & GROUNDS	12,598	14,641	29,721	19,072	16,990	17,603	21,428	17,489	17,783	22,982	21,003	16,150	227,460
OTHER OPERATING EXPENSES													
PROPERTY & LIABILITY INSURANCE	2,464	2,464	2,464	2,464	2,464	2,464	2,464	2,464	2,464	3,702	3,104	3,104	32,087
PAYMENT IN LIEU OF PROPERTY TAX	2,801	2,801	4,509	2,935	2,935	2,935	2,935	2,935	2,935	2,935	2,936	2,936	36,528
TOTAL OTHER OPERATING EXPENSES	5,265	5,265	6,973	5,399	5,399	5,399	5,399	5,399	5,399	6,637	6,040	6,040	68,615
TOTAL OPERATING EXPENSES	38,835	38,656	57,537	44,123	42,685	43,547	46,682	43,067	41,551	46,963	47,589	43,370	534,605
NET OPERATING INCOME / (LOSS)	45,785	42,132	13,744	34,849	37,230	35,961	31,410	48,039	35,991	37,452	27,902	34,518	425,015
DEPREC, INTEREST & OTHER													
DEPRECIATION EXPENSE	15,750	15,750	20,707	16,433	16,433	16,433	16,433	16,433	16,433	16,433	16,433	16,433	200,104
AMORTIZATION EXPENSE	(527)	(527)	(522)	(527)	(527)	(527)	(527)	(527)	(527)	(527)	(527)	(527)	(6,319)
RESERVE/REPLACE CAPITAL EXPENSE	967	8,103	(52,674)	15,867	9,158	713	0	13,457	18,409	5,474	4,163	29,261	50,899
INTEREST EXPENSE	4,020	4,020	1,957	3,282	3,282	3,438	3,282	3,282	3,437	3,282	3,282	3,433	39,998
HRA SUBSIDY-TIF	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(6,667)	(80,000)
TOTAL DEPREC, INTEREST & OTHER	13,543	18,680	(37,198)	28,388	21,679	13,390	12,521	25,978	31,085	17,995	16,684	41,934	204,681
NET INCOME / (LOSS)	32,242	23,453	50,942	6,461	15,551	22,571	18,889	22,060	4,906	19,457	11,218	(7,416)	220,334

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MEMORANDUM**To: Jim Barnes****From: Sara Paquette****Date: October 9, 2020****RE: Vicksburg Crossing Monthly Report for September 2020****Rentals:**

As of September 30th, we have 94 occupied apartments, with 1 vacant apartment, and 1 deposit at this time. We have a total of 0 apartments available to rent. The affordable apartment waiting list now has 91 names and we have been adding interested people to the list. We have 26 people on our moderately priced one-bedroom wait list and 25 people on our moderately priced 1+ and two-bedroom wait list.

Style (Total #)	Square Feet	Bedrooms	Occupied	Vacant	Deposits	Est'd Move in
Style A (23)	850 Sq Ft	1 Bedroom	23	0	0	
Style C (8)	884 Sq Ft	1 + Den	8	0	0	
Style C2 (8)	950 Sq Ft	1 + Den	8	0	0	
Style D (8)	1187 Sq Ft	2 Bedroom	8	0	0	
Style D2 (4)	1281 Sq Ft	2 Bedroom	4	0	0	
Style E (8)	1055 Sq Ft	2 Bedroom	8	0	0	
Style E2 (3)	1055 Sq Ft	2 Bedroom	3	0	0	
Affordable (33)	725 Sq Ft	1 Bedroom	32	1	1	10/1/20
TOTALS			94	2	2	

Move-Ins/Move-Outs:

We had one resident move in to a two bedroom (style E).

Marketing

During the late summer and into fall we have seen an increase in move outs.

Resident Services

We have a few activities available for residents, but we are not adding any more to our calendar at this time. We are looking for ways to celebrate monthly holidays that do not involve large gatherings.

We are still having our resident birthday party to go. The residents pick up their cupcakes outside my office and take them home. We use our birthday plates and napkins.

Building Issues

We had 2 of our cement aprons replaced.

We recently inspected all of the Magic Pak units in our building, and we have started replacing the entire unit if the heat exchanger had rust and corrosion, and the A/C portion of the Magic Pak is original. We were seeing an increase recently in the number of A/C units we were having to replace, and rather than change the heat exchanger and A/C unit separately, we found it to be more cost effective to replace both sides of the unit at the same time.

Balance Sheet

VICKSBURG CROSSING

As Of September 30, 2020

	Ending Balance	Total
ASSETS		
CURRENT ASSETS		
US BANK OPER ACCT	1,233,500	
US BANK SEC DEP ACCT	75,138	
INVESTMENTS - WORKING CAPITAL FUND	811,906	
INVESTMENTS - DEBT SERVICE	(215,295)	
ACCOUNTS REC-TENANTS	20	
INTEREST RECEIVABLE	3,750	
PREPAID PROPERTY INSURANCE	25,163	
PREPAID WORKERS COMP INSUR	32	
PREPAID OTHER	8,272	
TOTAL CURRENT ASSETS		1,942,487
FIXED ASSETS		
LAND	874,593	
SITE IMPROVEMENTS	251,060	
BUILDING	9,055,273	
FURNITURE, FIXTURES & EQUIP-GENERAL	395,282	
COMPUTERS/OFFICE EQUIPMENT	8,680	
ACCUMULATED DEPRECIATION	(4,796,210)	
TOTAL FIXED ASSETS		5,788,679
NON-CURRENT ASSETS		
TOTAL ASSETS		7,731,165
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE-TRADE	10,446	
ACCRUED PAYROLL	5,788	
ACCRUED COMPENSATED BALANCES	3,367	
ACCRUED INTEREST	38,367	
ACCRUED REAL ESTATE TAXES	45,450	
ACCRUED OTHER	2,449	
TOTAL CURRENT LIABILITIES		105,866
LONG-TERM LIABILITIES		
SECURITY DEPOSITS	74,485	
BOND PAYABLE-2012A	8,020,000	
BOND DISCOUNT-2012A	(17,774)	
TOTAL LIABILITIES		8,182,577
EQUITY		
NET INVESTMENTS IN CAPITAL ASSETS	(2,421,699)	
RESTRICTED FOR DEBT SERVICE	421,408	
UNRESTRICTED	1,391,272	
TOTAL EQUITY		(609,021)
CURRENT YEAR INCOME/(LOSS)		157,609
TOTAL LIABILITIES & EQUITY		7,731,165

Profit and Loss Variance

VICKSBURG CROSSING

Through September 30, 2020

	MTD Actual	Budget	Var.	YTD Actual	Budget	Var.	Year Budget
INCOME							
APARTMENT RENTAL REVENUE	101,329	101,619	(290)	917,765	900,051	17,714	1,203,298
APARTMENT RENTAL REVENUE - COUNTY	2,848	1,736	1,112	23,172	15,624	7,548	20,832
HRA SUBSIDY - TAX LEVY	3,333	3,333	0	29,997	29,997	0	40,000
GARAGE RENT	3,731	3,795	(64)	33,620	34,155	(535)	45,540
GUEST ROOM REVENUE	640	210	430	760	1,540	(780)	2,100
APPLICATION FEE REVENUE	175	35	140	420	315	105	420
TRANSFER FEE REVENUE	0	0	0	500	500	0	500
INVESTMENT INCOME	1,261	1,250	11	20,368	11,250	9,118	15,000
CONTRIBUTED CAPITAL REVENUE	0	4,459	(4,459)	0	40,873	(40,873)	54,250
MISCELLANEOUS REVENUE	837	285	552	4,134	2,565	1,569	3,420
TOTAL INCOME	114,154	116,722	(2,568)	1,030,736	1,036,870	(6,134)	1,385,360
EXPENSES							
ADMINISTRATION							
MANAGER SALARIES	5,357	5,416	59	48,830	48,752	(78)	65,000
PAYROLL TAXES	626	989	363	6,284	8,901	2,617	11,870
HEALTH INSURANCE	1,487	1,508	21	13,169	13,572	403	18,099
WORKERS COMP INSURANCE	120	140	20	1,136	1,260	124	1,680
MAINTENANCE SALARIES/WAGES	4,384	4,995	611	43,127	44,955	1,828	59,943
EMPLOYEE COSTS	80	85	5	847	835	(12)	1,125
SEMINAR/TRAINING	0	0	0	0	200	200	200
BANK FEES	74	100	26	806	900	94	1,200
DUES, SUBS & MEMBERSHIPS	0	0	0	180	65	(115)	65
LICENSE & PERMITS	0	0	0	676	906	230	906
MILEAGE REIMBURSEMENT	17	60	43	216	540	324	720
POSTAGE/OVERNIGHT EXPRESS	7	16	9	91	144	53	192
PRINTING	0	10	10	0	90	90	120
MANAGEMENT FEES	4,614	4,615	1	41,526	41,528	2	55,373
PROFESSIONAL FEES	978	223	(755)	1,153	2,007	854	2,676
TELEPHONE EXPENSE	455	445	(10)	4,057	4,005	(52)	5,340
EQUIPMENT LEASE/REPAIR	159	185	26	2,053	1,665	(388)	2,220
OFFICE SUPPLIES	190	110	(80)	1,021	990	(31)	1,320
TOTAL ADMIN EXPENSES	18,547	18,897	350	165,172	171,315	6,143	228,049
LIFE ENRICHMENT							
RESIDENT PROGRAM/ACTIVITIES	542	450	(92)	2,037	3,600	1,563	6,300
TOTAL LIFE ENRICHMENT EXPENSES	542	450	(92)	2,037	3,600	1,563	6,300

Profit and Loss Variance

VICKSBURG CROSSING

Through September 30, 2020

	MTD Actual	Budget	Var.	YTD Actual	Budget	Var.	Year Budget
MARKETING							
ADVERTISING	300	400	100	318	800	482	800
TOTAL MARKETING EXPENSES	300	400	100	318	800	482	800
HOUSEKEEPING							
CONTRACT LABOR	2,048	1,140	(908)	14,284	10,260	(4,024)	13,680
CLEANING SUPPLIES	316	195	(121)	1,055	1,755	700	2,340
TOTAL HOUSEKEEPING EXPENSES	2,364	1,335	(1,029)	15,339	12,015	(3,324)	16,020
BUILDING & GROUNDS							
CABLE TV EXPENSE	202	203	1	1,825	1,827	2	2,436
UTILITIES - ELECTRICITY	1,891	2,250	359	16,117	18,450	2,333	23,870
UTILITIES - GAS	559	1,200	641	13,037	16,000	2,963	24,500
UTILITIES - WATER/SEWER	1,474	1,700	226	12,031	12,750	719	16,750
WATER SOFTENING SERVICE	88	143	55	1,366	1,287	(79)	1,716
DOORS, KEYS & WINDOWS	305	162	(143)	591	1,458	867	1,944
FIRE SYSTEM SERVICE	1,310	180	(1,130)	2,991	6,030	3,039	6,570
LAWN SERVICE/LANDSCAP/SNOW RMVL	975	1,350	375	12,265	18,420	6,155	23,120
PEST CONTROL	153	180	27	672	670	(2)	3,595
TRASH REMOVAL	1,232	1,038	(194)	10,480	9,342	(1,138)	12,456
UNIT TURNOVER REPAIRS	2,273	4,355	2,082	25,725	39,195	13,470	52,260
ELEVATOR-REPAIRS & MAINTENANCE	518	651	133	4,647	5,859	1,212	7,812
REPAIRS & MAINTENANCE	692	1,300	608	17,439	16,900	(539)	23,400
BUILDING & GROUNDS SUPPLIES	754	1,500	746	9,414	13,500	4,086	18,000
HVAC - REPAIRS & MAINTENANCE	(3,810)	500	4,310	5,952	9,500	3,548	13,500
MISCELLANEOUS B & G EXPENSES	0	834	834	0	7,500	7,500	10,000
TOTAL BUILDING & GROUNDS	8,617	17,546	8,929	134,550	178,688	44,138	241,929
OTHER OPERATING EXPENSES							
PROPERTY & LIABILITY INSURANCE	3,149	2,692	(457)	25,541	23,781	(1,760)	31,857
PAYMENT IN LIEU OF PROPERTY TAX	5,050	5,050	0	65,229	45,450	(19,779)	60,598
TOTAL OTHER OPERATING EXPENSES	8,199	7,742	(457)	90,770	69,231	(21,539)	92,455
TOTAL OPERATING EXPENSES	38,570	46,370	7,800	408,187	435,649	27,462	585,553
NET OPERATING INCOME / (LOSS)	75,585	70,352	5,233	622,549	601,221	21,328	799,807
DEPREC, INTEREST & OTHER							
DEPRECIATION EXPENSE	25,658	25,657	(1)	230,922	230,920	(2)	307,891
AMORTIZATION EXPENSE	103	104	1	927	928	1	1,240
RESERVE/REPLACE CAPITAL EXPENSE	15,748	6,000	(9,748)	68,186	114,500	46,314	133,500
INTEREST EXPENSE	18,435	18,266	(169)	164,905	164,402	(503)	219,200
TOTAL DEPREC, INTEREST & OTHER	59,943	50,027	(9,916)	464,940	510,750	45,810	661,831
NET INCOME / (LOSS)	15,641	20,325	(4,684)	157,609	90,471	67,138	137,976

Twelve Month Profit and Loss

VICKSBURG CROSSING

For Year 2020

	Period End Oct 31, 2019	Period End Nov 30, 2019	Period End Dec 31, 2019	Period End Jan 31, 2020	Period End Feb 29, 2020	Period End Mar 31, 2020	Period End Apr 30, 2020	Period End May 31, 2020	Period End Jun 30, 2020	Period End Jul 31, 2020	Period End Aug 31, 2020	Period End Sep 30, 2020	Period End Total
INCOME													
APARTMENT RENTAL REVENUE	99,366	102,118	102,978	102,374	102,008	103,116	101,879	102,594	102,644	101,302	100,721	101,329	1,222,223
APARTMENT RENTAL REVENUE - COUNTY	2,165	2,194	2,194	2,194	2,194	2,194	2,194	2,926	2,926	2,848	2,848	2,848	29,725
HRA SUBSIDY - TAX LEVY	4,583	4,583	4,587	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	43,750
GARAGE RENT	3,660	3,740	3,740	3,740	3,740	3,740	3,739	3,740	3,740	3,740	3,710	3,731	44,760
GUEST ROOM REVENUE	420	0	240	0	120	0	0	0	0	0	0	840	1,420
APPLICATION FEE REVENUE	140	0	35	70	0	0	105	0	0	70	0	175	595
TRANSFER FEE REVENUE	0	0	0	500	0	0	0	0	0	0	0	0	500
INVESTMENT INCOME	4,739	1,030	2,151	2,152	2,100	1,596	1,267	5,897	1,260	3,574	1,260	1,261	28,287
MISCELLANEOUS REVENUE	290	280	385	795	622	340	300	300	350	290	300	837	5,089
TOTAL INCOME	115,363	113,943	116,308	115,158	114,115	114,319	112,617	118,790	114,253	115,157	112,172	114,154	1,376,349
EXPENSES													
ADMINISTRATION													
MANAGER SALARIES	5,365	5,192	5,708	5,437	5,179	5,536	5,357	5,536	5,357	5,536	5,536	5,357	65,096
PAYROLL TAXES	875	920	681	468	724	697	696	1,043	698	707	626	626	8,760
HEALTH INSURANCE	520	3	49	1,952	1,479	1,479	1,479	833	1,487	1,487	1,487	1,487	13,741
WORKERS COMP INSURANCE	114	115	110	120	120	120	120	179	120	120	120	120	1,474
MAINTENANCE SALARIES/WAGES	5,813	4,202	2,392	4,947	4,524	4,857	4,453	5,181	4,828	5,018	4,937	4,384	55,534
EMPLOYEE COSTS	80	120	80	80	80	80	80	120	80	80	167	80	1,127
SEMINAR/TRAINING	28	0	0	0	0	0	0	0	0	0	0	0	28
BANK FEES	113	72	98	90	82	78	84	120	108	96	76	74	1,090
DUES, SUBS & MEMBERSHIPS	0	0	0	0	120	0	0	0	0	60	0	0	180
LICENSE & PERMITS	0	0	0	0	0	678	0	0	0	0	0	0	676
MILEAGE REIMBURSEMENT	46	26	119	43	17	35	35	52	0	0	17	17	407
POSTAGE/OVERNIGHT EXPRESS	5	5	2	13	8	4	21	6	8	8	18	7	102
MANAGEMENT FEES	4,480	4,480	4,480	4,614	4,614	4,614	4,614	4,614	4,614	4,614	4,614	4,614	54,966
PROFESSIONAL FEES	0	125	0	0	50	0	0	75	0	0	50	978	1,278
TELEPHONE EXPENSE	439	449	449	447	450	450	448	448	448	455	455	455	5,394
EQUIPMENT LEASE/REPAIR	819	279	79	239	79	173	79	229	79	239	774	159	3,232
OFFICE SUPPLIES	353	124	89	92	143	129	84	148	91	2	144	190	1,586
TOTAL ADMIN EXPENSES	19,052	16,111	14,336	18,542	17,668	18,925	17,548	18,583	17,919	18,421	19,021	18,547	214,671
LIFE ENRICHMENT													
RESIDENT PROGRAM/ACTIVITIES	897	402	1,811	164	455	94	132	226	132	92	200	542	5,147
TOTAL LIFE ENRICHMENT EXPENSES	897	402	1,811	164	455	94	132	226	132	92	200	542	5,147

Twelve Month Profit and Loss

VICKSBURG CROSSING

For Year 2020

	Period End Oct 31, 2019	Period End Nov 30, 2019	Period End Dec 31, 2019	Period End Jan 31, 2020	Period End Feb 29, 2020	Period End Mar 31, 2020	Period End Apr 30, 2020	Period End May 31, 2020	Period End Jun 30, 2020	Period End Jul 31, 2020	Period End Aug 31, 2020	Period End Sep 30, 2020	Period End Total
MARKETING													
ADVERTISING	0	0	0	0	18	0	0	0	0	0	0	300	318
TOTAL MARKETING EXPENSES	0	0	0	0	18	0	0	0	0	0	0	300	318
HOUSEKEEPING													
CONTRACT LABOR	1,193	1,243	1,001	1,351	1,088	1,287	1,481	1,541	1,967	1,801	1,741	2,048	17,720
CLEANING SUPPLIES	37	127	244	0	94	132	60	148	76	145	83	316	1,463
TOTAL HOUSEKEEPING EXPENSES	1,229	1,370	1,244	1,351	1,162	1,420	1,541	1,689	2,043	1,945	1,824	2,364	19,182
BUILDING & GROUNDS													
CABLE TV EXPENSE	193	193	193	193	202	207	207	207	204	202	202	202	2,402
UTILITIES - ELECTRICITY	1,550	1,377	1,369	1,976	1,927	1,717	1,665	1,427	1,721	1,902	1,889	1,891	20,414
UTILITIES - GAS	585	1,887	3,134	3,389	3,513	1,988	1,536	776	459	425	392	559	18,842
UTILITIES - WATER/SEWER	1,192	1,291	1,135	1,151	1,252	1,202	1,341	1,271	1,392	1,419	1,528	1,474	15,848
WATER SOFTENING SERVICE	112	0	107	220	441	0	133	184	0	174	127	88	1,585
DOORS, KEYS & WINDOWS	0	94	163	26	144	52	0	0	0	53	10	305	847
FIRE SYSTEM SERVICE	53	55	55	55	55	55	853	55	55	258	295	1,310	3,153
LAWN SERVICE/LANDSCAP/SNOW RMVL	1,376	2,075	3,928	2,540	1,500	0	975	1,680	1,625	1,125	1,845	975	19,644
PEST CONTROL	0	0	0	153	0	153	0	0	153	0	60	153	672
TRASH REMOVAL	1,038	1,038	1,041	1,327	1,153	1,037	1,032	1,023	1,215	1,227	1,234	1,232	13,597
UNIT TURNOVER REPAIRS	10,828	4,239	2,170	6,844	3,104	0	3,724	0	0	5,377	4,312	2,273	42,982
ELEVATOR-REPAIRS & MAINTENANCE	502	502	502	502	518	518	518	518	518	518	518	518	6,152
REPAIRS & MAINTENANCE	2,516	516	881	1,885	1,047	605	980	5,607	4,330	1,960	334	692	21,352
BUILDING & GROUNDS SUPPLIES	1,149	1,638	1,998	802	1,041	1,047	1,177	1,585	500	1,575	933	754	14,200
HVAC - REPAIRS & MAINTENANCE	1,612	248	248	430	248	610	248	248	248	248	7,485	(3,810)	8,059
TOTAL BUILDING & GROUNDS	22,705	15,151	16,922	21,492	16,235	9,190	14,390	14,582	12,419	16,461	21,165	8,617	189,328
OTHER OPERATING EXPENSES													
PROPERTY & LIABILITY INSURANCE	2,565	2,565	2,565	2,565	2,565	2,565	2,565	2,565	2,565	3,855	3,149	3,149	33,235
PAYMENT IN LIEU OF PROPERTY TAX	4,999	4,999	6,088	5,050	5,050	5,050	24,829	5,050	5,050	5,050	5,050	5,050	81,315
TOTAL OTHER OPERATING EXPENSES	7,564	7,564	8,652	7,615	7,615	7,615	27,394	7,615	7,615	8,905	8,199	8,199	114,550
TOTAL OPERATING EXPENSES	51,446	40,598	42,965	49,163	43,153	37,243	61,004	42,693	40,128	45,824	50,409	38,570	543,196
NET OPERATING INCOME / (LOSS)	63,917	73,345	73,343	65,995	70,962	77,076	51,613	76,096	74,125	69,333	61,763	75,585	833,153
DEPREC, INTEREST & OTHER													
DEPRECIATION EXPENSE	25,417	25,417	28,185	25,658	25,658	25,658	25,658	25,658	25,658	25,658	25,658	25,658	309,941
AMORTIZATION EXPENSE	103	103	107	103	103	103	103	103	103	103	103	103	1,240
RESERVE/REPLACE CAPITAL EXPENSE	0	0	(63,230)	0	375	0	0	4,200	601	27,321	19,942	15,748	4,956
INTEREST EXPENSE	18,996	18,996	15,535	18,267	18,267	18,435	18,267	18,267	18,435	18,267	18,267	18,435	218,432
TOTAL DEPREC, INTEREST & OTHER	44,516	44,516	(19,403)	44,028	44,403	44,196	44,028	48,228	44,797	71,348	63,970	59,943	534,569
NET INCOME / (LOSS)	19,401	28,829	92,746	21,968	26,560	32,881	7,585	27,869	29,328	(2,016)	(2,207)	15,641	298,585

**PLYMOUTH HOUSING AND
REDEVELOPMENT AUTHORITY
STAFF REPORT**

TO: Plymouth Housing and Redevelopment Authority

FROM: Denise Whalen, Support Services Manager through Steve Juetten,
Executive Director

MEETING DATE: October 22, 2020

SUBJECT: Proposed Changes to the Housing Choice Voucher Administrative Plan
and Submission of HUD-50077-CR

BACKGROUND:

As a qualified public housing agency, Plymouth HRA is required to submit a signed civil right certification (50077 CR) to the local Housing and Urban Development (HUD) office and hold a public hearing for the Housing Choice Voucher (HCV) Administrative Plan on an annual basis.

A public hearing must be held; members of a resident advisory board must have the opportunity to review and comment on the Plan; and, the HRA Board of Commissioners must approve the Plan. As required, a forty-five day notice was published in the Plymouth Sun-Sailor for the public hearing to be held Thursday, October 22, 2020. The proposed changes were submitted to the members of the HRA's HCV Resident Advisory Board for review and comment. No comments were received.

The Housing Choice Voucher Administration Plan is located on the city's website at www.plymouthmn.gov under Departments / Community Development / Housing / Section 8 and HUD Notices which are referenced for many of the proposed changes can be found at https://www.hud.gov/program_offices/public_indian_housing/publications/notices.

PROPOSED CHANGES:

Staff is proposing the following policy changes to the Administrative Plan:

- ❖ *Chapter 16, 16-IV.B. Program Administration – Owner or Family Debts to the HRA – Repayment Policy – Family Debts to the HRA (Page 16-17).* Place a minimum on the amount of debt the HRA will seek repayment for.

- ❖ *Chapter 17, 17-III.B. Project-Based Vouchers – Determining Rent to Owner – Rent Limits – Use of FMRs, Exception Payment Standards and Utility Allowances. (Page 17-35). Correct typo.*
- ❖ *Chapter 18, 18-I. Special Purpose Housing Choice Vouchers – Enhanced Vouchers. (Pages 18-1 through 18-3). Revise per Notice PIH 2019-12.*
- ❖ *Chapter 18, 18-III. Special Purpose Housing Choice Vouchers - Mainstream Vouchers. (Pages 18-3 and 18-4). Revise per Notice PIH 2020-01*

RECOMMENDATION:

Staff recommends that after holding the scheduled public hearing and considering any public comments, the HRA Board of Commissioners: 1) Approve proposed changes to the Administrative Plan to be effective immediately; and, 2) Authorize submission of the HUD-50077 CR to Housing and Urban Development (HUD) for the fiscal year beginning January 1, 2021.

ATTACHMENTS:

1. HRA Resolution 2020-12
2. Civil Rights Certification, HUD-50077 CR
3. Proposed Changes to the Housing Choice Voucher Administrative Plan

PART IV: OWNER OR FAMILY DEBTS TO THE HRA

16-IV.A. OVERVIEW

The HRA is required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the HRA [24 CFR 982.54]. This part describes the HRA's policies for recovery of monies owed to the HRA by families or owners.

HRA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the HRA holds the owner or participant liable to return any overpayments to the HRA.

The HRA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to the HRA, the HRA will utilize other available collection alternatives including, but not limited to, the following:

Revenue Recapture

16-IV.B. REPAYMENT POLICY

Owner Debts to the HRA

HRA Policy

Any amount due to the HRA by an owner must be repaid by the owner within 30 days of the HRA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the HRA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments the HRA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by the HRA.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the HRA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the HRA

HRA Policy

The HRA will not seek repayment of debts for amount of \$200 or less. Any amount owed to the HRA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the HRA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the HRA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

CITY OF PLYMOUTH

HRA RESOLUTION 2020-12

A RESOLUTION TO APPROVE THE PROPOSED CHANGES TO THE ADMINISTRATIVE PLAN AND AUTHORIZE SUBMISSION OF 50077 CR TO HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, Housing and Redevelopment Authority (HRA) in and for the City of Plymouth, Minnesota operates a Housing Choice Voucher Program; and,

WHEREAS, the HRA has established a Resident Advisory Board, the membership of which represents the residents assisted by the HRA; and

WHEREAS, the HRA made the proposed changes to the Administrative Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the proposed changes to the Administrative Plan and invited public comment; and,

WHEREAS, the Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the HRA; and,

WHEREAS, the Administrative Plan and all attachments have been and will continue to be available at all times and for public inspection at the primary business office of the HRA and posted on the city's website; and,

WHEREAS, the Plymouth HRA is required to complete and submit a signed 50077 CR, Civil Rights Certification on an annual basis.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF PLYMOUTH, MINNESOTA, that the public hearing was held and the proposed changes to the Administrative Plan were duly reviewed and approved by the HRA Board. As such, staff is authorized to submit the Civil Rights Certification, 50077 CR to HUD.

Approved this 22nd day of October, 2020 by the Housing and Redevelopment Authority of Plymouth, Minnesota.

Michelle Soderberg, Chair

Steve Juetten, Executive Director

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Plymouth Housing and Redevelopment Authority
PHA Name

MN170
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Michelle Soderberg	Title	HRA Board Chairperson
Signature		Date	10/22/2020

The HRA must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the HRA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the HRA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

HRA Policy

The HRA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.202(c)(2). If upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the HRA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the HRA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the HRA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the HRA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment standard amount for use in the PBV program.

Likewise, the HRA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

Redetermination of Rent [24 CFR 983.302, FR Notice 11/24/08]

The HRA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the HRA, it must be

Chapter 18

SPECIAL PURPOSE HOUSING CHOICE VOUCHERS

INTRODUCTION

Along with the traditional tenant-based and project-based vouchers, Plymouth HRA also has the following special purpose vouchers

This chapter contains three parts:

Part I: Enhanced Vouchers

Part II: Special Purpose Housing Choice Vouchers for Non-Elderly Disabled Families (NED)

Part III: Mainstream Vouchers

18-I. Enhanced Vouchers [~~Notice PIH 2000-9~~, Notice PIH 2001-41, ~~Notice PIH 2016-02~~ Notice PIH 2019-12]

HUD has provided special Section 8 Enhanced Vouchers – also known as Preservation Vouchers – to protect the tenancy of residents of apartment communities when owners of the privately owned development pre-pay or “opt out” of their federally assisted mortgage or Section 8 Contract.

When owners end participation in the Section 8 Project based program or pre-pay their government loan, they convert their housing development to market rate housing and the rents on the affected units are no longer subsidized, the rents increase. When a property owner takes such action – by either a prepaying and/or opting-out – the owner is required by federal law to accept Section 8 Enhanced Vouchers and allow tenants in good standing to remain in the building. The Section 8 Enhanced Voucher replaces the government assistance that kept the rent low; Enhanced vouchers are administered by the local housing authority and are renewed yearly.

Enhanced Vouchers have several special requirements but in all other respects are subject to normal housing choice voucher program rules.

(1) Payment standard where the family chooses to stay in the same project.

- (a) Special payment standard. For a family that stays in the project, the payment standard used to calculate the voucher housing assistance payment is the gross rent of the family’s unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the normally applicable HRA payment standard.
- (b) Rent reasonableness documentation and lease requirements. All regular program requirements concerning the reasonableness of the rent pertain.
- (c) Effect of family unit size limitation – initial issuance. The HRA issues the eligible family an enhanced voucher based on the HRA’s subsidy standards, not the actual size of the unit the family is presently occupying.

- (2) Family Move: Normal Payment Standard is applicable. The normally applicable HRA payment standard is always used to determine the family's maximum voucher subsidy when the family moves from the project.
- (3) Enhanced Voucher Minimum Rent Requirement for Stayers. Families assisted with enhanced voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event for the project in question.

If the enhanced voucher family's rent suffers a significant decrease in income (a decrease of at least 15 percent from the family income on the date of the eligibility event), Section 8(t) further provides that the enhanced voucher minimum rent changes from the dollar amount the family was paying for rent to the percentage of income the family was paying for rent at the time of the eligibility event.

For families who were previously assisted under a project-based or tenant-based contract on the eligibility event, the family's revised enhanced voucher minimum rent is the greater of (A) the percentage of adjusted monthly income the family Total Tenant Payment (TTP) or the voucher family share on the effective date of the eligibility event, or (B) 30 percent of the family's current adjusted monthly income.

If the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent established by the percentage of income calculation is more than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent reverts to the original enhanced voucher minimum rent. The original enhanced voucher minimum rent is the maximum enhanced voucher minimum rent that is applied to the family.

- (3)(4) Calculating HAP for Enhanced Voucher Assistance. Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the HRA's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the project) is the following:

The gross rent for the unit minus the greatest of: 30 percent of the adjusted family income; 10 percent of the family's gross monthly income; the welfare rent in as-paid states; the enhanced voucher minimum rent; or such other minimum rent established by the HRA.

- (4)(5) Movers from the Project – All Regular Housing Choice Voucher Rules Apply. If a resident decides to move from the project with the voucher assistance, they will be issued a regular housing choice voucher and all applicable housing choice voucher rules apply.

The HRA currently administers Enhanced Vouchers at one housing community:

- Willow Creek Apartments (North and South)

18-II. Non-Elderly Voucher Program for Persons with Disabilities (NED) [Notice PIH 2013-19]

In December, 1998, Plymouth HRA was awarded 15 Mainstream certificates (now vouchers) to enable persons with disabilities to rent affordable private housing of their choice. Pursuant to Notice PIH 2013-19 the 15 Mainstream vouchers will now be known as NED vouchers. NED vouchers are issued to income eligible families whose head of household, spouse or co-head is 18 years or older and less than 62 years of age and disabled as defined in 42 U.S.C.423.

Policies and Procedures:

- (1) Reestablishing NED HCVs. The current 15 mainstream vouchers will be coded as NED vouchers.
- (2) Reissuance of Turnover Vouchers. All NED turnover HCVs will be reissued to the next NED family on the HRA's waiting list.
- (3) Waiting List Maintenance. The HRA operates one waiting list for all programs. When a NED voucher becomes available, it will be issued to the next eligible NED family from the waiting list. The HRA will not skip over a NED family when a regular voucher becomes available.
- (4) Reasonable Accommodations and Related Issues. A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. Such requests pertain to Exception Payment Standards; Exceptions to Subsidy Standards; and, Voucher term.

18-III. Mainstream Vouchers [Notice PIH 2020-01]

On January 3, 2000, Plymouth HRA was awarded 15 Mainstream vouchers (also formerly known as Mainstream 5-Year Vouchers). ~~Mainstream vouchers are issued to income eligible families whose head of household, spouse or co-head is 18 years or older and less than 62 years of age and disabled as defined in 42 U.S.C.423.~~

Policies and Procedures:

- (1) Eligible population. Mainstream Vouchers are tenant-based vouchers that serve a special population of households. All Mainstream Vouchers will now serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment (HAP) Contract.
- (2) Once eligible, participants do not "age out" of eligibility. Existing families receiving Mainstream Vouchers where the eligible family member is now age 62 or older, will NOT "age out" of the Mainstream Voucher Program as long as the family was eligible on the day it was first assisted under a HAP Contract.
- (3) Reissuance of Mainstream Vouchers. At turnover, ALL mainstream vouchers must be reissued to the next Mainstream-eligible family on the HRA's waiting list.
- (4) Mainstream Vouchers are regular HCV's with special eligibility criteria. Aside from separate funding appropriations and serving a specific population, Mainstream Vouchers are administered the same as regular voucher assistance and are regulated under the same program requirements as the HCV Program.

~~(1) Reissuance of Mainstream Vouchers. All Mainstream turnover HCVs will be reissued to the next non-elderly, disabled family on the HRA's waiting list.~~

**PLYMOUTH HOUSING AND
REDEVELOPMENT AUTHORITY
STAFF REPORT**

TO: Plymouth Housing and Redevelopment Authority

FROM: Jim Barnes, HRA Manager, reviewed by Steve Juetten, Executive Director

MEETING DATE: October 22, 2020

SUBJECT: **Vicksburg Crossing – Approve Plans and Specifications and Order Advertisement for Bids for Window Replacement.**

BACKGROUND:

Vicksburg Crossing was built in 2006 by the Plymouth Housing and Redevelopment Authority (HRA) to provide additional housing options for person 55-years of age and above. It is the second of two buildings owned and operated by the HRA.

The building continues to have issues with the Comfort Line windows that were installed. Over the past few years the issues experienced include sash frame joinery separating, cracks in the sash joinery, shrunken glazing gaskets water leakage and opening issues. Staff has worked with consultants, the manufacture and supplier to try and resolve these issues, but unfortunately it has been concluded that there is no way to solve the problems.

Staff has consulted with our attorney as to what legal options we have and they have indicated that we would most likely end up in a lengthy legal battle with the manufacturer and the outcome would probably not be in our favor.

Due to this, staff is requesting that the HRA Board approve the attached plans and specifications and order an advertisement for bids to replace the windows at Vicksburg Crossing.

BUDGET IMPACT:

The funds to pay for this project will come from the HRA's General Fund Reserves, which currently has an unrestricted fund balance of just over \$1.3 million.

RECOMMENDATION:

Staff recommends the Plymouth Housing and Redevelopment Authority Board of Commissioners adopt Resolution 2020-14, which approves the Plans and Specifications in substantially the same form as the attached documents and authorize staff to Advertise for Bids for the window replacement at Vicksburg Crossing.

ATTACHMENTS:

1. Plans and Specifications
2. Resolution



Smart engineering of
roofs, walls, pavements
and waterproofing

Project Manual

2021 Window Replacement

Vicksburg Crossing

3155 Vicksburg Lane North
Plymouth, Minnesota

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

www.inspec.com

City of Plymouth
Housing & Redevelopment Authority

PROJECT

2021 Window Replacement
Vicksburg Crossing
3155 Vicksburg Lane North
Plymouth, Minnesota

OWNER

City of Plymouth
Housing & Redevelopment Authority
3400 Plymouth Boulevard
Plymouth, MN 55447

ARCHITECT

Inspec, Inc.
5801 Duluth Street
Minneapolis, Minnesota 55422

Project No. 215041

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature _____ Typed Name David W. Campbell, AIA, RWC, GRC

Date _____ Reg. No. 24188

As a mutual protection to clients, the public, and ourselves, all documents are submitted as instruments of service and, as such, remain the property of Inspec, Inc. These documents are for use solely with respect to this project. Our written authorization is necessary to publish any extracts from or regarding our documents, or for the re-use of these documents. © Inspec, Inc.

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A1.4	Window Details, Siding Details
A1.5	Canopy Soffit Plan, Details

**DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS**

Sealed bids in duplicate will be received by

CITY OF PLYMOUTH HOUSING AND REDEVELOPMENT AUTHORITY (HRA)

for the 2021 Window Replacement at Vicksburg Crossing until 2:00 pm, November 24, 2020 at which time they will be publicly opened and read aloud at the office of the City of Plymouth located at 3400 Plymouth Boulevard, Plymouth, MN. Bidders are invited to attend. Bids received after this time will be returned unopened.

Bids shall be submitted on copies of form provided in the Bidding Documents. Envelopes containing bids must be sealed and marked "2021 Window Replacement at Vicksburg Crossing", with the name and address of the bidder, and the date and hour of the opening. Bids shall be delivered to:

Mr. James Barnes, Housing Programs Manager
City of Plymouth, Housing & Redevelopment Authority
3400 Plymouth Boulevard
Plymouth, MN 55447-1482

The complete form shall be without alterations, additions, or erasures. All bids shall be on a lump sum basis. The Owner reserves the right to reject any or all bids and to waive any irregularities or informalities in bids and to determine whether a bid is responsive or non-responsive. No bid may be withdrawn for a period of thirty (30) days.

Direct communications regarding this Project to Darren Sprute, Inspec, telephone 763-546-3434;
dsprute@inspec.com

Bidding Documents are available for a fee via digital download at www.questcdn.com or www.inspec.com. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Paper copies of Bidding Documents can be ordered by contacting Northstar Imaging Services, Inc., 651-686-0477, for a non-refundable fee plus shipping and handling. Plan Holders are parties that have downloaded the plans and specifications. Plan holders will be notified via email as addenda are issued.

Copies of the Bidding Documents will be on file and available for inspection at Inspec, 5801 Duluth Street, Golden Valley, Minnesota 55422.

Each bidder shall accompany the Bid Form with Bid Security and the Responsible Contractor's Affidavit as described in the Instructions to Bidders.

RESPONSIBLE CONTRACTOR: The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes Section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be

awarded a construction contract on the project and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a Supplemental Verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

Bid result information may be viewed at www.questcdn.com or www.inspec.com

A pre-bid conference will be held at 2:00 pm, November 10, 2020 at Vicksburg Crossing, 3155 Vicksburg Lane North, Plymouth, Minnesota. Contractors are to meet at main entrance on the south side of the building.

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- A. Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions included herein, have the meanings assigned to them in the General Conditions.

2. BIDDERS QUALIFICATIONS

- A. **Responsible Contractor:** Minnesota Statute §16C.285 requires all construction contracts over \$50,000 that are awarded through a solicitation process may only be awarded to a "Responsible Contractor."
1. All responses to this solicitation must include a signed statement under oath by an Owner or officer verifying compliance with each of the minimum criteria in subdivision 3. This requirement is met by completing and submitting the Responsible Contractor's Affidavit (included herein).
 2. Any Prime Contractor or subcontractor that does not meet the requirements in subdivision 3 or fails to verify that it meets those criteria by not including the affidavit of compliance is not a responsible contractor and will not be eligible to be awarded the Contract. Moreover, any false statement regarding compliance with subdivision 3 will result in termination of an awarded contract.
 3. The Prime Contractor or subcontractor must also include in its verification of compliance (affidavit) a list of its first-tier subcontractors that it intends to retain for work on the Project.
 4. If a Prime Contractor or any subcontractor retains additional subcontractors on the Project after submitting its verification of compliance, the Prime Contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. This requirement applies during the solicitation process and continues through the term of the awarded Contract.
 5. Contractor shall submit to the Owner upon request, copies of the signed verification of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.
- B. **Contractor's Qualifications:** Each Contractor shall be prepared to submit the following within 5 days of Owner's request:
1. Detailed anticipated construction schedule and staffing plan.
 2. AIA Document A305, Contractor's Qualification Statement; Including written evidence of a satisfactory experience record with work of this type and scope; and, if requested by the Owner, can provide five references for projects of a size exceeding 75 percent of the area included in this Project that are at least five years old. These references shall include project schedules, including bid date, start and completion dates, Owner and/or Engineer contacts including names, addresses and telephone numbers, and the specific components existing and installed on each referenced project.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting this bid, each Bidder shall:
1. Examine and read the Contract Documents thoroughly.
 2. Visit the site to familiarize themselves with local conditions that may in any manner affect performance of the Work.

3. Familiarize themselves with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work.
 4. Carefully correlate their observations with the requirements of the Contract Documents.
- B. Before submitting a bid, each Bidder shall at its own expense, make such surveys and investigations as they may deem necessary to determine a bid price for performance of the Work within the terms of the Contract Documents.
 - C. Bidders visiting the building for estimating purposes while the building is occupied shall abide by the Owner's or tenant's rules and regulations.
 - D. The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article.

4. INTERPRETATIONS

- A. Questions about the meaning or intent of the Contract Documents shall be submitted to Architect/Engineer in writing. Replies will be issued by Addenda to all plan holders. Plan Holders are parties that have downloaded the plans and specifications. Plan holders will be notified via email as addenda are issued.
- B. Questions received less than five days prior to the date of bid opening will not be answered. Only questions answered by a formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- D. The intent of the Documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the Work.
- E. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

5. BID PREPARATION

- A. The Bid Form is included in the Contract Documents; additional copies may be obtained from Architect/Engineer.
- B. Bid Form must be completed in ink or by typewriter. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation shall be shown adjacent to the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown adjacent to the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of each Addenda (the numbers of which shall be filled in on the Bid Form).
- G. There is no exemption from payment of taxes. Include in the bid all sales, excise, use, and other taxes required by Federal, State, and local laws and statutes.

6. BID SECURITY

- A. Each bid shall be accompanied by bid security in the sum of not less than five (5) percent of the total amount of the bid. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid security of the successful bidder will be retained until they have executed the Agreement and furnished the required contract security, whereupon it will be returned; if they fail to execute and deliver the agreement and furnish the required contract security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that bidder will be forfeited as liquidated damages. The bid security of any bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required contract security is furnished, but no longer than the sixty-first day after the bid opening. Bid security of other bidders will be returned within 10 days of the bid opening.

7. PERFORMANCE AND PAYMENT BONDS

- A. Provide and pay for bonds covering faithful performance of the Contract and the payment of all obligations arising thereunder, by a corporate surety acceptable to the Owner and authorized to do business in the state where the Project is located; as approved by Owner; in accordance with statutory requirements. Provide in the amount of 100 percent of Contract Price. The bidder shall deliver said bond to the Owner not later than the date of execution of the Contract.
- B. Bonds shall guarantee Contractor will satisfactorily perform each and every part of the Contract, including completion time and warranties required; guarantee payment to suppliers, allow for any additions or deductions to the Contract and completion time shall not be extended by reason of said changes, unless approved by Owner at time of said change; provided that no notice of aforesaid alterations, additions or omissions need be given to surety company.
- C. The Performance and Payment Bonds shall extend for a period of one year after the date of final inspection and acceptance of the Work by the Owner, and are not intended to include the additional warranty period(s) specified for the Work.

8. CONTRACT TIME

- A. Time of completion is important to the Owner and date for final completion is shown in Division 1, along with provisions for liquidated damages.

9. SUBCONTRACTORS

- A. The Contractor shall include in writing on its Responsible Contractor Affidavit, a list of the names of subcontractors proposed for the principal portions of the work. The Contractor shall not employ any subcontractor to whom the Architect/Engineer or the Owner may have a reasonable objection. Contracts between the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable. Subcontractors shall meet Qualification of Bidders requirements listed herein.
- B. If the Contractor retains additional subcontractors on the Project after submitting its Responsible Contractor verification of compliance, the Prime Contractor or subcontractor shall obtain Responsible Contractor verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

This requirement applies during the solicitation process and continues through the term of the awarded Contract.

10. SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Bid Solicitation, and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, along with the Bid Security, Responsible Contractor's Affidavit, and other required documents. Telephone, oral, or facsimile bids will not be accepted unless noted otherwise.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn 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 opening of bids.

12. OPENING OF BIDS

- A. Bids will be opened as indicated in the Bid Solicitation.

13. BIDS TO REMAIN OPEN

- A. All Bids shall remain open for 30 days after the day of the bid opening; but Owner may in its sole discretion, release any bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all bids; to waive any and all informalities; and to disregard all nonconforming or conditional bids or counter-proposals.
- B. In evaluating bids, Owner will consider the qualifications of the bidders; whether or not the bids comply with the prescribed requirements; and any alternates and unit prices if requested on the Bid Form. Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to Owner's satisfaction.
- C. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. If a contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within 30 days after the day of the bid opening.
- D. The Agreement between the Owner and the Contractor for the Work will be AIA A101 Standard Form of Agreement Between Owner and Contractor, latest edition.
- E. Contractor shall execute the Contract Agreement within five days, Saturdays, Sundays and legal holidays excluded, after the Owner presents the Contract to the selected Bidder. Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required contract security.
- F. Awarded contractor will be given one additional free set of the Construction Documents. A separate PDF file of the documents will be available upon request.

15. SUBSTITUTIONS

- A. The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- B. A Contractor only (not distributor, representative, or other person in like capacity) may request of the Architect/Engineer a statement a minimum of 5 days prior to bid opening, concerning

acceptability of any material or device which the Contractor is uncertain of as to compliance with the Contract Documents. It shall be the sole responsibility of the Contractor to transmit such requests in writing only in a full and complete manner accompanying the request with all data necessary for qualification of the article and at such a date as to allow reasonable time for the examination thereof. Such data may include structural analysis, drawings, including specific details pertaining to the Project, Project Manual and modifications, and any other information deemed necessary by the Architect/Engineer. All costs incidental to the submission of this data are to be borne by the submitting Contractor.

- C. The Architect/Engineer will examine such requests to the extent possible, but there shall be no guarantee that all requests can be examined, nor will the Architect/Engineer examine requests accompanied by inadequate data, that are received too late to be qualified, or are received after the last Addendum to the Project Manual has been issued.
- D. If the Architect/Engineer approves any proposed substitutions, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. Approved substitutions may include modifications to submitted material deemed necessary by the Architect/Engineer to conform to the established standard of required function, dimension, appearance and quality set forth in the Contract Documents and shall be binding with regard to the performance of the Work, if accepted.

END OF DOCUMENT

**DOCUMENT 00 41 13
BID FORM**

SUBMITTED BY:

Company: _____

Address: _____

Street

City

State

Zip

Company Official: _____ Email: _____

Phone No: _____ Fax No.: _____

SUBMITTED TO:

Mr. James Barnes, Housing Programs Manager
City of Plymouth - Housing & Redevelopment Authority
3400 Plymouth Boulevard
Plymouth, MN 55447-1482

FOR: 2021 Window Replacement at Vicksburg Crossing

Project No. 214041-001

Owner:

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Bidding Requirements, Contracting Requirements, Specifications, Drawings, and Addenda Numbers ____, ____, on file in the office of Inspec, Inc., in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

BASE BID:

2021 Window Replacement at Vicksburg Crossing for the sum of

\$ _____

UNIT PRICES: There shall be no more than 35 percent difference (based on the lower amount) between add and deduct amounts of the same unit price.

Unit Price 1:	Damaged sheathing replacement	\$ _____
		Per Square Foot
Unit Price 2:	Interior gypsum board replacement and painting	\$ _____
		Per Square Foot

In submitting this bid, it is understood the right is reserved by the Owner to reject any and all bids and it is agreed this bid may not be withdrawn for a period of 30 days after date of filing same. The Owner reserves the right to accept any or all Alternates regardless of the order listed. It is the Owner's intent to award a contract to one contractor.

All Addenda shall become part of the bid and the work, and shall be acknowledged above in the spaces provided.

A bid shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. The person signing the bid shall also file a certificate with the bid explaining the correction of the alteration or erasure.

Each bid must be accompanied by Bid Security and the Responsible Contractor's Affidavit as described in the Instructions to Bidders.

If a Corporation, what is the State of Incorporation: _____

If a Partnership, state full name of all co-partners: _____

OFFICIAL ADDRESS

FIRM NAME

By _____
Title _____
By _____

Date: _____

Title _____



Project _____ Inspec Project # _____ Date _____

To _____ Inspec, Inc. _____ From _____ (firm)

Contact: _____ (contact)

Section No. _____ Section Name _____ Page _____ Article/Para _____

Proposed Substitution

Manufacturer _____ Address _____ Phone _____

Trade Name _____ Model No. _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of change to the Contract Documents that the proposed substitution will require for its proper installation.

Supporting Data Attached Drawings Product Data Samples Tests Reports Other

The Undersigned Certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution, which may subsequently become apparent, are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone _____

A/E's Review and Action

- Substitution approved – Make submittals in accordance with Specification Section 01 30 00
- Substitution approved as noted – Make submittals in accordance with Specification Section 01 30 00
- Substitution rejected – Use specified materials
- Substitution Request received too late – Use specified materials

Signed By: _____ Date: _____

Application and Certificate for Payment

TO OWNER:	PROJECT: Sample	APPLICATION NO: 001	Distribution to:
		PERIOD TO:	OWNER: <input checked="" type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT: Inspec, Inc. 5801 Duluth Street Golden Valley, MN 55422	CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR: <input checked="" type="checkbox"/>
		PROJECT NOS: / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	0.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

Instructions for Form IC134

Who must file

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must file Form IC134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single form.

When to file

The IC134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed. Mail Form IC134 to the address at the bottom of the form.

If you are a subcontractor or sole contractor, send in the form when you have completed your part of the project.

If you are a prime contractor, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve the IC134.

Submit the certified affidavit to the government unit for which the work was done to receive your final payment. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

Minnesota tax ID number

You must enter your Minnesota tax ID number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you don't have a Minnesota ID number, you must apply for one. Call 651-282-5225.

An application (Form ABR) is also available on our website at www.taxes.state.mn.us.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. If this is the case, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Information and assistance

If you need help or more information to complete this form, call 651-282-9999.

Additional forms are available on our website at www.taxes.state.mn.us or by calling 651-296-4444. TTY: Call 711 for Minnesota Relay.

We'll provide information in other formats upon request to persons with disabilities.

Use of information

The Department of Revenue needs all the information to determine if you have met all state income tax withholding requirements. If all required information is not provided, the IC134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

DOCUMENT 00 70 00
GENERAL CONDITIONS

1. GENERAL CONDITIONS

- A. The “General Conditions of the Contract for Construction” AIA Document A201, 2017 Edition, Articles 1-15 inclusive, is hereby made a part of this Contract. A copy is included herein as part of the Contract Documents.

2. PRECEDENCE

- A. The Articles contained in the Document 00 72 00 - Supplementary Conditions, and Sections of Division 1, General Requirements, may delete, modify or add to the provisions of the General Conditions and shall take precedence over the General Conditions.

END OF DOCUMENT

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Walver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

DOCUMENT 00 72 00
SUPPLEMENTARY CONDITIONS

GENERAL

- A. The following Supplementary Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction", AIA Document A201 - 2017 Edition. Where an Article, Paragraph, Subparagraph or Clause contained in the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

A. Paragraph 1.1 Basic Definitions

1. Add to Subparagraph 1.1.3:

- .1 Use of the word "furnish" shall mean "to supply and deliver to the Project site, ready for installation;" use of the word "install" shall mean "to place in position for service or use;" and use of the word "provide" shall mean "furnish and install, complete and ready for intended use;" use of the words "as indicated" shall mean "as indicated, shown or noted on the Project Drawings;" use of the words "as specified" shall mean "as specified in the Project Specifications or as specified on the Project Drawings." The term "product" as used in the Contract Documents shall include, but is not limited to, materials, systems and equipment.

B. Paragraph 1.2 Correlation and Intent of the Contract Documents

1. Add to Subparagraph 1.2.1:

In the case of an inconsistency between Drawings and Specifications or within any Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation without change in the Contract Sum.

2. Add the following subparagraphs:

1.2.4 Wherever a provision of a Section of the Specifications conflicts with any agreements or regulations in force among members of a Trade Association, Union, or Council, which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflicts without delay, damage or cost to the Owner and without recourse to the Architect or the Owner.

1.2.5 Standard specifications, rules, codes, instructions, recommendations and references referred to in the Project Specifications shall be the latest edition unless a specific edition is specified. If standard specifications are revised prior to completion of any part of the work to which such revisions would pertain, the Contractor may, if approved by the Architect, perform such work in accordance with the revised specifications. Standard specifications, except as modified in the Project Specifications, shall have full force and effect as though included in the Project Specifications.

1.2.6 Sections of Division 1 - General Requirements govern the work of all sections of the Specifications.

ARTICLE 2 – OWNER

A. Paragraph 2.3 Information and Services Required of the Owner

1. Add to subparagraph 2.3.2:

"Architect" as used in the Contract Documents, shall mean:

Inspec, Inc.
5801 Duluth Street
Minneapolis, MN 55422

Whenever the Architect is referred to herein, it shall be understood to mean the Architect/Engineer and/or their consultants defined herein.

ARTICLE 3 – CONTRACTOR

A. Paragraph 3.1 General

1. At the end of Subparagraph 3.1.2, add "and shall comply with all applicable laws, codes, ordinances, rules, regulations and industry standards."
2. In the first sentence of Subparagraph 3.1.3, after the word "Documents" add "and all applicable laws, codes, ordinances, rules, regulations, and industry standards,"

B. Paragraph 3.2 Review of Contract Documents and Field Conditions by Contractor

1. Delete Subparagraph 3.2.2 in its entirety and substitute:

3.2.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner, and shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. The Contractor shall at once report to the Architect and Owner any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving such error, inconsistency or omission in the Contract Documents without notice to the Architect and Owner, the Contractor shall assume responsibility for such performance and shall be liable for the amount of the attributable costs for correction and any other resulting damages."

2. Delete Subparagraph 3.2.3 in its entirety.
3. Delete Subparagraph 3.2.4 in its entirety.

4. Add Subparagraph 3.2.5:

3.2.5 The Contractor shall perform the Work in accordance with the Contract Documents, submittals accepted pursuant to Paragraph 3.12, the general design intent reasonably inferable from the Contract Documents, and all applicable laws, codes, ordinances, rules, regulations and industry standards.

- .1 The Contractor shall review specified construction and installation procedures (including those recommended by manufacturers) prior to implementation and shall advise the Architect in writing (1) if the specified procedures deviate from good construction practice, (2) if following the procedures will affect warranties and (3) of any objections the Contractor may have to the procedures.
- .2 If the Contractor is uncertain as to the interpretation or design intent of the Contract Documents, the Contractor shall be responsible to request in writing an interpretation from the Architect, in accordance with Subparagraphs 4.2.11 and 4.2.12.

C. **Paragraph 3.3 Supervision and Construction Procedures**

1. At the end of the first sentence of Subparagraph 3.3.1, add "and shall at all times comply with all applicable laws, codes, ordinances, rules, regulations, and industry standards."
2. Add Subparagraph 3.3.4:

3.3.4 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents and all applicable laws, codes, ordinances, rules, regulations and industry standards, either by activities or duties of the Architect in the Architect's administration of the Contract, or by test, inspections or approvals required or performed by persons other than the Contractor, or by any activities or duties of the Owner.

D. **Paragraph 3.4 Labor and Materials**

1. Delete Subparagraph 3.4.2 in its entirety and substitute:

3.4.2 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 1).

- .1 By making requests for substitutions based on Subparagraph 3.4.2, the Contractor:
 - (a) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - (c) certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and includes the Architect's redesign costs, and all claims for additional costs related to the substitution which subsequently become apparent; and

- (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

E. Paragraph 3.5 Warranty

1. In the first sentence of Subparagraph 3.5.1, after the words "Contract Documents" add the words "and all applicable laws, codes, ordinances, rules, regulations, and industry standards."
2. In the last sentence of Subparagraph 3.5.1, add "or Owner," after the word "Architect"
3. Add Paragraph 3.5.3:

Manufacturer's product warranty shall not relieve the Contractor of general warranty obligations imposed by applicable laws, codes, ordinances, rules, regulations, industry standards, or otherwise assumed or agreed upon by the Contractor.

- .1 Where a product is specified by manufacturer or brand name, such specification is used to establish minimum standards of quality required, and the published data, including manufacturer's extended warranties, pertinent to the specified product shall be a requirement of the Contract Documents.

F. Paragraph 3.7 Permits, Fees, Notices, and Compliance with Laws

1. In Subparagraph 3.7.2, add "or inspection" after the word "performance."
2. In Subparagraph 3.7.3, add "or should knowing" after the word "knowing," and add "and for damages incurred as a result" after the word "Work" the second time it appears.

G. Paragraph 3.8 Allowances

1. Add to the end of clause 3.8.2.2: "except when installation is specified as part of an Allowance in the General Requirements (Division 1 of the Specifications)."

H. Paragraph 3.9 Superintendent

1. Delete Subparagraph 3.9.1 in its entirety and substitute:

Contractor shall keep on the Work at all times during its progress a competent foreman who shall not be replaced without written notice to Owner and Architect/Engineer except under extraordinary circumstances. Contractor shall also assign a superintendent to the Project who shall have authority to act on behalf of Contractor. The superintendent must be responsive to communications from the Architect/Engineer on a daily basis and all communications given to the superintendent shall be as binding as if given to the Contractor.

I. Paragraph 3.13 Use of Site

1. Add to Subparagraph 3.13:

The Contractor's materials, tools, supplies, or debris shall not be stored or allowed to accumulate. The Owner assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts which may occur to the Contractor's material or equipment as a result of his negligence

J. Paragraph 3.14 Cutting and Patching

1. Add Subparagraph 3.14.3:

3.14.3 Altering or cutting of structural members will not be allowed without written approval of the Architect.

K. Paragraph 3.18 Indemnification

1. In the first sentence of Subparagraph 3.18.1, after the words "tangible property" add the words ", including loss of use resulting therefrom"
2. In the first sentence of Subparagraph 3.18.1, delete the words "(other than the Work itself)"
3. Add to the end of Subparagraph 3.18.1:

The Contractor's obligations set forth in this Paragraph 3.18 shall include any claim by the Owner against the Contractor, a Subcontractor, or anyone directly or indirectly employed by the Contractor or a Subcontractor, or against anyone for whose acts the Contractor or Subcontractor may be liable.

ARTICLE 4 – ARCHITECT

A. Paragraph 4.2 Administration of the Contract

1. In Subparagraph 4.2.1, after the word "Documents," add "and the Agreement between the Owner and the Architect."
2. Add to the end of Subparagraph 4.2.4: Direct communications between the Owner and the Contractor that affect the performance of administration of the Work shall be made or confirmed in writing, with copies to the Architect.
3. At the end of the first sentence of Subparagraph 4.2.11, add ", subject to final approval by the Owner."

ARTICLE 5 – SUBCONTRACTORS

A. Paragraph 5.1 Definitions

1. Add to 5.1.1: Whenever the term "Subcontractor(s)" appears in the Contract Documents, it shall also mean material and equipment suppliers, and shall extend to them the same contractual responsibilities and rights afforded Subcontractors.

B. Paragraph 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. In the first sentence of Subparagraph 5.2.1, between the words "Contract" and "shall," add "but not later than 15 days from the Contract Date,"
2. Add Clauses 5.2.1.1 and 5.2.1.2:
 - .1 If adequate data on a proposed manufacturer or an installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.

- .2 Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

C. Paragraph 5.3 Subcontractual Relations

1. Delete Subparagraph 5.3 in its entirety and substitute:

5.3 By appropriate written agreement, the Contractor shall require each Subcontractor to consent to, and be bound to the Contractor by the terms of the Contract Documents. Each Subcontractor shall be required to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights and limitations on liability of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor. Each subcontract agreement shall provide that the Subcontractor's rights, remedies, and redress shall obtain solely against the Contractor (or the Contractor's bonding company, if any) in the same manner and with the same conditions as the Contractor has rights, remedies and redress against the Owner. The Contractor shall supply copies of each subcontract agreement to the Owner and to the Architect before the Subcontractor is permitted to commence Work.

D. Paragraph 5.4 Contingent Assignment of Subcontracts

1. In Subparagraph 5.4.1.1, delete "of the contract by the Owner for cause pursuant to Paragraph 14.2"
2. In Subparagraph 5.4.2, add "due to unreasonable delays attributable to the Owner," after the word "days."

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. Paragraph 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. In the first sentence of Subparagraph 6.1.1, delete the words "including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation."

B. Paragraph 6.2 Mutual Responsibility

1. In Subparagraph 6.2.4, delete "as provided in Subparagraph 10.2.5"

ARTICLE 7 – CHANGES IN THE WORK

A. Paragraph 7.1 Changes in the Work

1. Add Subparagraph 7.1.4:

7.1.4. The allowance for the combined overhead and profit included in total cost to the Owner shall be based on the following schedule:

- .1 Contractors and Subcontractors may add up to 10% overhead and profit on their direct cost and 5% overhead and profit on the direct cost of Subcontractors.

- .2 The total mark-up for overhead and profit for all tiers involved in a change to the Contract Sum shall not exceed 20%.
- .3 The percentage for profit and overhead allowed by the Owner may be less than the amounts above, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved, such as the Contractor merely processing a substantial Change Order to a Subcontractor or the Contractor processing an order for additional equipment.

B. Paragraph 7.4 Minor Changes in the Work

1. Add to Paragraph 7.4: The Architect may issue a written order authorizing such minor changes in the Work without the Owner's or Contractor's signature.

ARTICLE 8 – TIME

A. Paragraph 8.2 Progress and Completion

1. Add Clause 8.2.2.1: If a Contract is awarded, construction at the site may commence upon, but not before, (1) Contractor's receipt of a Notice to Proceed from the Owner, and (2) Owner's receipt of Contractor's insurance certificates and Subcontractors list.

B. Paragraph 8.3 Delays and Extension Of Time

1. In the last line of Subparagraph 8.3.1, after the word "Architect" add the words "and the Owner".

ARTICLE 9 – PAYMENTS AND COMPLETION

A. Paragraph 9.3 Applications for Payment

1. Delete the first sentence of Subparagraph 9.3.3 and substitute the following: The Contractor expressly agrees and warrants that all legal title, ownership rights, and insurable interest for all Work covered by an application for Payment transfers to the Owner no later than the time for payment.
2. Add to Subparagraph 9.3.3:
 - .1 It shall be the duty of the Contractor to comply with the lien laws of the state and furnish papers, when necessary, for the protection of the interests of the Owner.
 - .2 The Contractor shall furnish to the Architect, along with each request for payment (except the first), receipted bills or partial, or final (as the case may be) lien releases covering all material used and subcontracts performed in connection with this Contract through the date of the current billing.
 - .3 Should the Contractor fail to do this, request for payment by the Contractor will not be certified. Before final payment will be made, the Contractor shall furnish final waivers of lien, covering all material used and subcontractors performed in connection with this Contract. Partial and final lien waivers shall be shown in actual amounts. No waivers for \$1.00 or such token amounts will be allowed.

B. Paragraph 9.6 Progress Payments

1. Add Clause 9.6.2.1:

Municipal Prompt Payment Act: In accordance with **Minnesota Statute 471.425**, each Contract of a municipality/school district must require the Prime Contractor to pay any subcontractor within ten (10) days of the Prime Contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contract must require the Prime Contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Prime Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a Prime Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action

2. Delete Subparagraph 9.6.7 in its entirety.

C. Paragraph 9.7 Failure of Payment

1. In the last sentence of Subparagraph 9.7, delete "plus interest" and add the words "excluding interest".

D. Paragraph 9.8 Substantial Completion

1. Delete Subparagraph 9.8.2 and 9.8.3 and replace with the following:

9.8.2 When the Architect/Engineer, after inspection and consultation with the Owner, the Owner's Representative, and the Contract, considers that the Work or a portion thereof which the Owner agrees to accept separately, is Substantially Complete in accordance with the Contract Documents, The Architect/Engineer will prepare 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. The Contractor shall proceed promptly to complete and correct items on such list.

9.8.3 When the Architect/Engineer determines, on the basis of its inspection, that the Work or designated portion thereof is Substantially Complete in accordance with the Contract Documents and provided such occupancy or use is authorized by the public authority having jurisdiction over the Project, the Architect/Engineer 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 may 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.

E. Paragraph 9.9 Partial Occupancy or Use

1. At the end of Subparagraph 9.9.3, add "and all applicable laws, codes, ordinances, rules, regulations, and industry standards."

F. **Paragraph 9.10 Final Completion and Final Payment**

1. In the first sentence of Subparagraph 9.10.1, after the words "Contract Documents" where they appear, add "and all applicable laws, codes, ordinances, rules, regulations, and industry standards,"
2. Add to Subparagraph 9.10.1:
 - .1 If the status of completion of the Work requires re-inspection by the Architect prior to issuance of final payment due to failure of the Work to comply with the Contractor's written notice that the Work is ready for final inspection and acceptance, the Owner will deduct the additional Architect's compensation amount for re-inspection services from the final payment to the Contractor.
3. Delete Subparagraph 9.10.2 in its entirety and substitute:

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no 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.

.1 Construction Record Drawings:

Significant changes incorporated in the Project construction which differ from the original Contract Drawings shall be indicated on reproducible Contract Drawings furnished by the Architect, and/or shop drawings as appropriate. Indicate on each drawing (Contract Drawings and shop drawings used for this purpose) in the space provided at the bottom of each drawing (those furnished by the Architect), the following:

CONSTRUCTION CHANGES HAVE BEEN INCORPORATED ON THIS DRAWING

Contractor

Address

Date

Project Manager

****OR****

CONSTRUCTION CHANGES WERE NOT REQUIRED ON THIS DRAWING

Contractor

Address

Date

Project Manager

4. Delete Subparagraph 9.10.4 in its entirety and substitute: The making of final payment shall not constitute a waiver of any of the Owner's claims, legal or equitable rights, remedies, or redress.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. Paragraph 10.2 Safety of Persons and Property

1. In Subparagraph 10.2.1., delete "The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection" and substitute the words "The Contractor shall exercise the highest degree of care for safety of, and shall exercise the highest degree of care"

2. Add to Clause 10.2.1.3:

The Contractor shall send notices, make necessary arrangements and provide services required for the care of gas mains, water pipes, steam pipes, sewer pipes, communication conduits, cables, and other equipment or property, assuming responsibility and paying costs for which the Owner may be liable. The Contractor shall consult the Public Service Companies' records to determine the locations and extent of utilities. Existing services shall be maintained without interruption unless new services are provided.

3. Add to Subparagraph 10.2.1:

.4 All of the Owner's existing real and personal property, including but not limited to entire building structures, all contents and Owner's furnishings.

4. Delete Subparagraph 10.2.2 in its entirety and substitute:

10.2.2 The Contractor shall give notices and shall comply in all respects to all Contract Documents, laws, codes, ordinances, rules, regulations, and industry standards bearing in any manner on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall be directly responsible to, and shall reimburse and compensate any person or entity, including the Owner, for any damage, injury, or loss caused by any actions or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable in failing to comply with this Paragraph 10.2.

5. Add to Subparagraph 10.2.4:

.1 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

6. In the first sentence of Subparagraph 10.2.5, delete "(other than damage or loss insured under property insurance required by the Contract Documents)"
7. In the first sentence of Subparagraph 10.2.5, delete the words "Sections 10.2.1.2 and 10.2.1.3" where they appear, and substitute "this Paragraph 10.2"

B. Paragraph 10.3 Hazardous Materials and Substances

1. In Subparagraph 10.3.1, after the word "(PCB)" add "or lead-bearing surfaces."

ARTICLE 11 – INSURANCE AND BONDS

A. Paragraph 11.1 CONTRACTOR'S LIABILITY INSURANCE

The insurance shall provide coverage for not less than the following amounts:

- **Worker's Compensation Insurance**

Coverage A	Statutory
Coverage B	\$500,000 each accident
	\$500,000 disease - policy limit
	\$500,000 disease - each employee

- **Commercial General Liability**

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal Injury

- **Comprehensive Automobile Liability**

\$1,000,000	Combined single limit - bodily injury and property damage
	All owned-non-owned and hired vehicles

- **Umbrella Excess Liability**

\$1,000,000	Each occurrence
\$1,000,000	Aggregate

Umbrella excess liability shall be a combined single limit, which shall provide excess liability insurance over Commercial General Liability, Comprehensive Automobile Liability, and Employers Liability.

The Owner shall be included as an additional insured on the Commercial Liability Comprehensive Automobile Liability, and Umbrella Excess Liability policies. This coverage shall be primary and noncontributory. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

Additional liability coverage for Owner and Architect/Engineer shall be provided by endorsement as additional insured on Contractor's General Liability Policy. The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Subparagraphs 11.1.1, 11.1.2, 11.1.3, and 11.4. The Contractor shall furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

B. PROPERTY 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 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.

B. Performance and Payment Bonds

1. The Contractor shall furnish Performance Bond and Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the contract sum. The amount of each bond shall be equal to 100 percent of the contract Sum. The bonds shall comply with all applicable laws, rules, regulations, and industry standards. The Bonds are only required to apply to the construction period and the first year of the warranty period. Said bonds shall not apply to any extended warranty period beyond the first year. Such extended warranties are limited to the applicable Contractor and manufacturer.
2. The Contractor shall deliver the required bonds to the Owner not later than 10 days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

A. Paragraph 12.1 Uncovering of Work

1. In Subparagraph 12.1.1, add "or the Owner" after the word "Architect" the second time it occurs.
2. In the first sentence of Subparagraph 12.1.2, add "or the Owner" after the word "Architect" the second time it occurs.

B. Paragraph 12.2 Correction of Work

12.2.1 Before Substantial Completion

1. After the word "Documents" where it appears, add "and all applicable laws, codes, ordinances, rules, regulations, and industry standards."

12.2.2 After Substantial Completion

1. In Subparagraph 12.2.2.1, after the word "Documents" where it appears, add "and all applicable laws, codes, ordinances, rules, regulations, and industry standards."
2. Delete the last two sentences of Subparagraph 12.2.2.1.
3. Delete Subparagraph 12.2.2.3 in its entirety.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

A. Paragraph 13.4 Test and Inspections

1. At the end of the second sentence in Subparagraph 13.4.1, add "and shall immediately provide copies of all results, and reports of such tests, inspections, and approvals to both the Owner and the Architect."
2. In the third sentence in Subparagraph 13.4.1, after the word "Architect" add "and the Owner"
3. At the end of Subparagraph 13.4.2, add: "The Contractor shall immediately provide copies of all results, and reports of such tests, inspections, and approvals to both the Owner and the Architect."

B. Paragraph 13.5 Interest

1. Delete Paragraph 13.5 in its entirety.

C. Add 13.6 Fair Employment Practice

The Contractor and every subcontractor shall comply with all applicable provisions, terms and conditions of applicable ordinance pertaining to fair employment practice. The Contractor, in relation to the subject Contract, shall not discriminate against any employee of, or applicant for employment with, the Contractor in the locality of the work, and shall include a similar provision against discrimination in every subcontract germane thereto, requiring employment at the Project. The words "discriminate" and "discrimination" as used herein hereby are defined and declared to mean and include discrimination or segregation on the ground or because of race, sex, religion, creed, color, national origin, sexual orientation, or ancestry.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

A. Paragraph 14.1 Termination by the Contractor

1. In Subparagraph 14.1.3, delete the word "seven" and substitute "fourteen"

2. In Subparagraph 14.1.3, after the word "executed" delete the remainder of the sentence and substitute "provided that such Work conforms with the Contract Documents and all applicable laws, codes, ordinances, rules, regulations, and industry standards."

B. Delete 14.4.3 and replace with the following:

14.4.3 In case of termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3 as supplemented herein. However, if the Owner has incurred damages or loss as a result of the actions or omissions of the Contractor, Subcontractors, Sub-subcontractors, or anyone directly or indirectly employed by them of for whose acts they may be liable, the Owner shall be entitled to reduce any payments to the Contractor by the amount of any such damages or loss, and shall further be entitled to institute all legal and equitable proceedings against the Contractor to recover any remaining damages or loss resulting from such actions or omissions.

ARTICLE 15 – CLAIMS AND DISPUTES

A. **Paragraph 15.1 Claims**

1. Delete Subparagraph 15.1.2 Time Limits on Claims in its entirety and substitute the following:

15.1.2 Claims made by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims made by the Owner must be made within 60 days after occurrence of the event giving rise to such claim or within 60 days after the Owner first recognizes the conditions giving rise to the Claim, whichever is later.

2. Add Paragraph 15.1.5.3:

15.1.5.3 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. The notice shall provide sufficient detail to enable the other party to investigate the matter.

3. Delete Subparagraph 15.1.6 in its entirety.

B. **Paragraph 15.2 Initial Decision**

1. At the beginning of the first sentence of Subparagraph 15.2.1, add "At the sole discretion of the Owner,"
2. In the first sentence of Subparagraph 15.2.1, delete "shall" and substitute the word "may"
3. At the beginning of the first sentence of Subparagraph 15.2.2, add "At the sole discretion of the Owner,"
4. At the end of the last sentence of Subparagraph 15.2.4, add ", subject to final approval by the Owner."

5. At the beginning of the first sentence of Subparagraph 15.2.5, add "At the sole discretion of the Owner,"
6. Delete the last sentence of 15.2.5.
7. Delete Subparagraph 15.2.6.1 and replace with the following:

Contractor may, if Contractor is not satisfied with the initial decision, within 30 days from the date of an initial decision, demand mediation in writing. If Contractor fails to file such a demand for mediation within the time required, then Contractor waives its rights to mediate or pursue other legal proceedings with respect to the initial decision.

8. Add to Subparagraph 15.2:

15.2.9 The Owner, at its sole discretion, shall be entitled to seek any and all legal and equitable relief it deems appropriate in order to protect its rights, remedies, or redress, including claims for all consequential damages, and shall not be bound by any decision of the initial decision maker unless the Owner expressly agrees in writing to be bound by such decision. This provision shall supersede and take precedence over any other conflicting provision in Paragraph 15.2 or this Agreement.

9. Add to Subparagraph 15.2:

15.2.10 Nothing in this Paragraph 15.2 shall negate, abridge, or reduce the rights of the Owner's insurer(s) or carriers to seek any and all legal and equitable relief they deem appropriate against the Architect, Contractor, Subcontractors, Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, for any injury, damage, loss or expense, including all consequential damages.

C. Paragraph 15.3 Mediation

1. At the beginning of Subparagraph 15.3.1, add "At the sole discretion of the Owner,"
2. At the beginning of Subparagraph 15.3.2, add "If agreed upon by the Owner in writing,"

D. Paragraph 15.4 Arbitration

1. At the beginning of the first sentence of Subparagraph 15.4.1, delete "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" and replace it with "At the sole discretion of the Owner, any Claim subject to, but not resolved by, mediation may"
2. Add to Subparagraph 15.4.1:

The Minnesota Rules of Civil Procedure and Minnesota General Rules of Practice for District Courts currently in effect shall apply to any arbitration and take precedence over any conflicting provision of the Construction Industry Arbitration Rules of the American Arbitration Association or any other rules or provisions agreed upon by the parties.

3. Add to Subparagraph 15.4:

15.4.5 The Owner, at its sole discretion, shall be entitled to seek any and all legal and equitable relief it deems appropriate in order to protect its rights, remedies, or redress, including claims for all consequential damages, and shall not be bound by any decision of the Arbitrator unless the Owner expressly agrees in writing to be bound by such decision. This provision shall supersede and take precedence over any other conflicting provision in Paragraph 15.4 or this Agreement.

15.4.6 Nothing in this Paragraph 15.4 shall negate, abridge, or reduce the rights of the Owner's insurer(s) or carriers to seek any and all legal and equitable relief they deem appropriate against the Architect, Contractor, Subcontractors, Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, for any injury, damage, loss or expense, including all consequential damages.

ARTICLE 16 – RESPONSIBLE CONTRACTOR

A. Add Article 16:

Responsible Contractor

All provisions of Minnesota Statute section 16C.285 are herein incorporated by reference and made applicable to this Contract. Compliance with Section 16C.285 is a condition precedent and subsequently of this Contract, and failure to comply during the term of this Contract with any of the requirements contained in Section 16C.285, including but not limited to continued compliance with subdivision 3 of said section, shall constitute a substantial breach of Contract.

END OF DOCUMENT

**SECTION 01 10 00
SUMMARY**

PART 1 - GENERAL

1.1 GENERAL

- A. Supply all labor, transportation, materials, apparatus and tools necessary for the entire proper completion of this Work; install, maintain and remove all equipment for the proper execution of this Contract; be responsible for the safe, proper and lawful performance of equipment, maintenance and use of the same; and perform in the best manner, and everything properly incidental thereto, as stated in the Contract Documents or reasonably implied therein.

1.2 DEFINITIONS

- A. The words install, provide, furnish, include, supply, apply, place, or any combination thereof, are intended to be synonymous and to indicate that the material or work specifically mentioned is to be furnished and installed completely by this Contractor and incorporated into the Work, unless specified otherwise.

1.3 DESCRIPTION OF WORK

- A. Refer to the Scope of Work Notes on the Drawings.

1.4 CONSTRUCTION SCHEDULE

- A. A pre-construction conference will be held prior to the start of Work.
- B. It is the intent to start work on or after April 5, 2021.
- C. Substantial Completion: July 30, 2021. By Substantial Completion, it is intended all work included as part of this Contract be completed except for minor punch-list items.
- D. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stipulated. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for climatic range and usual environmental conditions prevailing in this locality. It is further understood and mutually agreed that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are essential conditions of this Contract. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- E. Do not start work during threatening weather.
- F. If adverse weather conditions are the basis for requests for additional time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- G. Liquidated Damages - The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner Five Hundred Dollars (\$500.00) as liquidated damages for each calendar day of delay until the Work is Substantially Complete.

1.5 SITE ACCESS AND AVAILABILITY

- A. Site will be available to Contractor upon receipt of the Owner's written notice to proceed unless otherwise indicated in these Documents. Care, custody, and control of the site work area, equipment area, and material storage area are vested in Contractor during the term of operations under the Contract.
- B. Failure to examine the building and the site and to become familiar with the existing conditions shall not constitute cause for complaint or claim for extra payment. Accept Project site as it exists.
- C. Means of ingress or egress to buildings shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the Owner. Fire protection and immediate access for fire fighting equipment must be maintained at all times.
- D. Equipment and material storage areas are limited to those designated. Fencing of ground work area may be required to keep unauthorized personnel out of the area.

1.6 PROHIBITIVE SUBSTANCES

- A. The Owner's buildings and grounds are a chemical and tobacco free.
- B. Chemicals are defined as all tobacco products, alcoholic beverages, malt beverages or fortified wine and other intoxicating liquor, any narcotic, hallucinogenic, amphetamine, barbiturate, marijuana, non-prescription inhalants, or other controlled substance, as defined by state and federal law. Abuse of a prescription drugs over-the-counter (OTC) drugs, and facsimile drugs, as well as, possession of drug paraphernalia also constitute violations of this policy.
- C. "Under the influence" is defined as detectable consumption.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 - GENERAL

1.1 UNIT PRICES

- A. If the quantities for the following items vary from the amounts indicated on the Drawings, the Contract Sum will be adjusted in accordance with the following unit prices. These unit prices include labor and materials.
 - 1. Damaged exterior sheathing replacement, per square foot
 - 2. Interior gypsum board replacement and painting, per square foot
- B. Submit substantiated measurements of quantities for all unit price items to building personnel or Architect/Engineer for verification prior to replacement. Documentation will be verified by the Architect/Engineer.

1.2 PAYMENT PROCEDURES

- A. **Prompt payment to subcontractors:** In accordance with Minnesota Statute 471.425, each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- B. **Schedule of Values:** Submit to the Architect/Engineer a schedule of values covering labor and materials to serve as a basis for progress payments during construction.
- C. **Certificates for Progress Payments:** Provide Architect/Engineer with certificates for progress payments showing a tabulation of the completed work, labor completed, materials used, and materials in approved storage at the site.
- D. **Approval of Payments:**
 - 1. The Owner will retain, until final payment, 5 percent of the amount due the Contractor on account of progress payments. However, if the work provided for in the Contract has been 50 percent completed, or more, to the satisfaction of the Owner, the retainage may be reduced to zero percent on payments for the remaining work only. Amount previously retained will continue to be retained until final payment. Reduction in the retainage will not be allowed unless the Contractor is properly and continuously expediting the remaining work to completion.
 - 2. Application for payment shall be made using form included in these documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Pre-Construction Conference: Prior to starting any work on the Contract, the Architect/Engineer, Owner and/or Owner's representative, and the Contractor will meet at the site to discuss procedures, schedules, review submittals, etc. for the Work. The Contractor's manpower scheduler and foreman, who will be on the Project full-time directing the Work, and the Contractor's sheet metal foreman and other subcontractors' foremen, must attend this meeting. If the Contractor's foremen are not present at this scheduled meeting, the meeting will be canceled and rescheduled at Contractor's expense.
1. Progress Meetings: Progress meetings may be held during the course of the Work. Architect/Engineer, Owner and/or Owner's representative and the Contractor will meet at the site to discuss progress, issues, schedules, etc.
- B. Coordination with Owner:
1. It is the Owner's intention that the building will be utilized in the usual manner in accordance with the normal schedule; therefore, the Contractor shall schedule his work so as to minimize interference with normal activities and shall coordinate his work with the Owner for areas over interior spaces having critical occupancy requirements.
2. Work shall be conducted between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday of each week. Work on other than those hours or days specified, including legal holidays, Saturdays and Sundays may be granted provided a request is made at least 48 hours in advance and that Contractor assumes all responsibility for safeguard of Owner's property.
3. Work that might interfere with the use of the facilities by the Owner shall be accomplished at a time pre-approved by the Owner.
- C. Coordination of Work:
1. The Prime Contractor is responsible for coordinating the work of all subcontractors and for scheduling all work so a watertight condition is maintained and all work required by the Contract Documents is completed as scheduled.
2. Remove or modify existing work to extent necessary to join new work to existing construction and otherwise complete the work.
3. Each daily work area must be complete and watertight at the end of each day's work and before start of any form of precipitation.

1.2 SUBMITTALS

- A. Submittals Process:
1. Submittals must be submitted to the Architect/Engineer in **one** single envelope. Items submitted separately will be returned to the Contractor for resubmission.
2. Contractor shall fill out and attach the Submittal Cover Sheet (included herein) to each submittal item, including but not limited to: product data, mix designs, shop drawings, certifications, required lists, reports, color charts, schedules, and samples.

3. Submittals without the Submittal Cover Sheet will **not** be reviewed and will be returned to the Contractor.
 4. Submittal Log: For the Contractor's convenience, a Project-specific Submittal Log is included herein.
- B. Within Ten (10) Days After Notice of Award:
1. Signed Contract
 2. Certificate of Insurance
 3. Performance and Payment Bonds
 4. List of subcontractors, if any, for review and acceptance by the Architect/Engineer, prior to executing subcontracts. Proposed subcontractors shall be established, reputable firms with a record of satisfactory past performance with the type work to be performed.
- C. Within Ten (10) Days After Contract Award/Notice to Proceed:
1. Promptly provide the Architect/Engineer with required submittals so that review and approval can be made without any delay in the Work.
 2. Provide three (3) copies of each submittal.
 - a. Refer to the subsequent Specification Sections for specific submittals required by each section.
 - b. Product Data: Includes illustrations, standard schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment. Product data submitted should be free of inapplicable information. Strike through or delete information or data that is not applicable to this Project. Do not submit entire catalogs. Clearly mark product selection tables to indicate which product and which options are being provided. If a name change has occurred to a specified product, a letter of explanation should be included with the submittal.
 - c. Shop Drawings: Includes drawings, diagrams, illustrations, and schedules specifically prepared for this Project to illustrate and depict more clearly some portion of the work, reflecting actual project conditions. Shop drawings shall be provided in same general layout or orientation as the Contract Drawings.
 - d. Samples: Completely identify information such as brand name, brief description, source of material, date sampled, location sampled, etc.
 - e. Schedule: Construction schedule indicating anticipated work progress, including pre-construction conference, starting and completion dates, crew size, and estimated average daily progress.
 - f. Permits: Copies of all permits and licenses necessary for the proper execution and completion of this Work.
- D. During Progress of the Work: Provide updated construction schedule(s) if initial anticipated schedule is revised, along with a request for any change in completion date.
- E. Closeout Submittals: Refer to Section 01 70 00

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SUBMITTAL COVER SHEET

The Contractor shall fill this form out completely and include it with each required submittal (product data, sample, shop drawing) or other items submitted to the Architect/Engineer. Refer to Section 01 30 00 for specific submittal requirements.

Project Name: 2021 Window Replacement at
Vicksburg Crossing

Contractor:

Inspec Project No: 215041

Project Mgr:
Phone:

Architect/Engineer: Inspec, Inc.
Contact: Darren Sprute
Address: 5801 Duluth Street
Golden Valley, MN 55422
Phone: 763-546-3434
Email:

Owner: City of Plymouth

1. **Spec Section** _____ Article _____ Paragraph _____
Section Number & Name

2. Date: _____

3. Submitted Item: _____

4. Manufacturer: _____

5. Person Submitting: _____

6. Architect/Engineer's Notes: _____

Contractor's Stamp

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. In the case of an inconsistency between Drawings and Specifications or within any Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation without change in the Contract Sum.
- B. All materials, systems, or assemblies shall be installed or applied in accordance with these Specifications and, where not specifically designated otherwise, in accordance with directions of the product manufacturer or recommendations of an association dealing primarily with the materials.

1.2 REGULATORY REQUIREMENTS

- A. Work shall meet the requirements of all governing codes, ordinances, laws, regulations, safety orders, and directives relating to the Work, including specific requirements of the city and state of jurisdiction.
- B. Secure and pay for all permits relating to this Work, including governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received.
- C. Contractor shall be responsible to ensure that the building inspector having jurisdiction over this Project be informed of Contractor's start date for construction, that on-site visits are conducted and coordinated throughout the Project, and that the building permit is posted on-site.
- D. Work on, adjacent to, or over public land, streets, alleys, or other public facilities, will be approved by the proper authorities. Contractor shall make his own arrangements with such authorities regarding details, timing, materials, methods, protection, and similar items in connection with the Work, including street use, work on streets or blocking of streets. Contractor shall make such repairs, file bonds, conform to directions, and such other requirements that may be necessary.

1.3 QUALITY ASSURANCE

- A. Manufacturers of all products used shall have source quality control capability to show conformance of products to Specification requirements prior to shipment to the buyer.

1.4 QUALITY CONTROL

- A. The Owner may retain the services of an independent agency for testing and construction observation. This does not relieve the Contractor of his responsibilities to complete the Project in accordance with the Contract Documents. Cost for construction observation and tests will be paid by the Owner except as noted below for nonconformance, or unless specified otherwise in subsequent specification sections.
 - 1. The Architect/Engineer may request tests of any materials in addition to tests specified. The Contractor shall pay for the test if the test results show the material not in conformance with the Specifications.
 - 2. Repeat tests required because test results show material not in conformance with the Specifications shall be paid for by the Contractor.

- B. Notify Architect/Engineer whenever work is to be done in sufficient time to arrange construction observation.
- C. Test samples of materials and completed work shall be taken in the presence of the Architect/Engineer at the Project site.
- D. Cooperate by furnishing materials required for testing, access to the work, and space for necessary storage.
- E. Properly repair openings made in the work required for testing and construction observation to the satisfaction of the Architect/Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 TEMPORARY UTILITIES

- A. Coordinate all use with the Owner. At no time shall utilities be wasted.
- B. The utilities service for the building shall not be interrupted in any way by the Contractor unless agreed upon by the Owner.
- C. Owner will furnish water and electrical service (110v) required for the Work from available sources located within the building.
- D. Contractor shall arrange and pay for any special electrical service required.

1.2 SANITARY FACILITIES

- A. Furnish and maintain adequate temporary outdoor toilet facilities of type and at a location approved by the Owner and allow same to be used by every person engaged in any way on the Project.

1.3 TEMPORARY FENCING

- A. Where moderate or heavy pedestrian traffic occurs, enclose site with orange snow fencing or 6' high mesh chain link fencing with lockable gates. Anchor steel posts, spaced not more than 10' on-center. In order to avoid cutting or damaging pavement, sidewalks, or waterproof plaza membranes, use portable base posts where appropriate.
- B. Enclose construction site, within the property line, with 6' high mesh chain link fencing with privacy screen and lockable gates. Use independently supported base posts spaced not more than 10' on-center. If Contractor needs to use spaces outside of the property line, appropriate encroachment permits issued by governing authorities will be required.
- C. Close and lock gates at times when construction personnel are not present.
- D. Remove fencing and restore area to original condition before final completion.

1.4 TREE PROTECTION

- A. No equipment exceeding 2,000 lbs. gross weight (loaded) shall drive within the drip line of existing trees which are scheduled to remain.
- B. Protect trees and shrubs from damage unless specifically noted to be removed. Place protection before work is started at the site and maintain in good repair until work is completed. Trees which are to remain shall not be used for crane stays, guy anchors, or other fastenings. Do not light fires, store materials, pile debris, or park motorized equipment within the spread of the branches of any tree. Do not place excavated material against shrubs or tree trunks.
- C. If any tree which is to remain is severely injured or should die because of Contract operations, replace it with the same caliper and species. If a replacement is not available, reimburse the Owner in an amount equal to \$300 for each inch of diameter of the lost tree, measured 48" above grade.
- D. Avoid wounding oak trees during April, May, and June to prevent the spread of oak wilt. Immediately treat wounds to oak tree with approved tree wound dressing.

- E. Provide boxing or fencing as follows and as indicated on the Drawings.
 - 1. Install 48" high snow fence around shrubbery, and around the outer perimeter of the branch spread of trees with low hanging branches. Attach fence to fence posts spaced 6 feet on-center. Highway concrete barriers are also acceptable.
 - 2. Notify the Owner's Representative immediately of damage to crowns or root systems. Contractor shall secure qualified arborist to remedy damage.

1.5 COVERED WALKWAYS

- A. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- B. At locations having work, hoisting, and/or other overhead construction operations, erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Design to protect against potential loads.
 - 4. Maintain walkway for duration of the Work.

1.6 TEMPORARY ENCLOSURES

- A. Install temporary enclosure for security and protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- B. Where heating is needed and permanent enclosure is not complete, insulate temporary enclosure.

1.7 SPECIAL CONTROLS

- A. Protect existing lawns, sprinkler systems, rock borders, sidewalks (concrete and concrete pavers), and paved surfaces in areas of the Work, including access and staging areas during the entire construction period.
 - 1. Remove and replace damaged surfaces to match existing prior to completion of the Project, to the satisfaction of the Owner.
 - 2. Repair damaged grass areas with black dirt and seed or sod as directed by the Owner.
- B. Disturbing or disruptive noise that interferes with the normal building occupancy will not be permitted. Operations creating noise of this type must be scheduled in advance with the Owner.
- C. Any worker creating a nuisance on the premises shall be removed from the Project by the Contractor at the Owner's request.
- D. Provide necessary controls to prevent pollution of the air by odors or particulate matter.
- E. The location and operation of heating equipment shall be such that no hazard is created and objectionable odors do not enter the building.
- F. Disposal of Materials:

1. All used packaging material shall be disposed of on a daily basis or stored in suitable covered containers and disposed of periodically in a manner approved by local authorities.
2. Load removed building materials directly into trucks, or store in a debris pile at a location designated by the Owner. Contain the debris pile in a manner approved by local authorities. Promptly remove the debris pile upon completion of the Work.
3. Transport and legally dispose of materials off-site.

PART 2 - PRODUCTS

2.1 INTERIOR TEMPORARY ENCLOSURE

- A. Plywood and polyethylene sheet on interior side, framed from floor to ceiling with four 2 x 4 rails and studs on exterior side, spaced not more than 2' apart. Do not fasten interior temporary enclosure to ceiling or floor.
 1. Polyethylene Sheet: Reinforced, fire-resistant sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E84.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Heating: Provide temporary heating required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 1. Construct covered walkways using scaffold or shoring framing.
 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.3 TEMPORARY ENCLOSURE

- A. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- B. Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at the end of each work day.
- C. Install temporary enclosure for security and protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

- D. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosure.

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 BASIC PRODUCT REQUIREMENTS

- A. All materials and equipment shall be of new and good quality unless specified otherwise.
- B. No asbestos-containing materials are to be used in this Work.
- C. Carefully remove existing materials that are to be salvaged for reuse or given to the Owner. Store in a manner and location to prevent damage until utilized.

1.2 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions or acceptance of products will be considered only for non-availability and only under the following conditions:
 - 1. Contractors and subcontractors shall place orders for specified material and equipment promptly upon award of Contract and acceptance of list. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed immediately.
 - 2. Reason for unavailability is beyond control of the Contractor. Unavailability will be construed to be due to prolonged strikes, lockouts, bankruptcy, discontinuance of manufacture of a product, or Acts of God. The Contractor shall take into account changes in material prices and market conditions prior to bidding.
 - 3. Requests for substitutions shall be made in writing within 10 days after date Contractor ascertains he cannot obtain the product.
 - 4. Requests shall be accompanied by a complete description of the product which Contractor wishes to use as a substitute, including all certifying data required.
 - 5. Substitutions need to be acceptable to the Architect/Engineer.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Make no deliveries to the Project until ready to install or until approved storage is provided. Where this provision is neglected, and materials are delivered to the Project site prior to the Owner's being able to receive them, such materials shall be properly stored elsewhere at the expense of the Contractor with adequate insurance coverage provided for the off-site storage.
- B. Deliver materials in original, unopened containers and rolls with labels intact and legible.
- C. Provide above-grade platform storage for materials, and supports for equipment, that will protect the materials from moisture damage and minimize damage to ground surfaces. Use tarpaulins to provide protection of stored materials. Factory wraps alone are not acceptable.
- D. Handle all materials in a manner which will not damage material. Store rolled goods on end.
- E. Store materials, and provide and operate material handling equipment in a manner to prevent damage to existing or new construction, and to prevent overloading the building structural system.
- F. Immediately report damage to existing construction to the Owner and Architect/Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

**SECTION 01 70 00
EXECUTION REQUIREMENTS**

PART 1 - GENERAL

1.1 EXAMINATION

- A. Existing construction may not be as shown on the Drawings and some modification of details may be required to accomplish the intent of the Documents. The details shown and the information provided have been taken from the original drawings for the building, but are not represented, or guaranteed, by the Owner and Architect/Engineer as being accurate as to the actual as-built and present conditions.
- B. Verify dimensions and construction conditions at the site and perform all work to complete the Project under this Contract, regardless of variations that may be found, without additional cost to the Owner.
- C. All modifications or adjustments, are to be approved in advance by the Architect/Engineer.

1.2 PREPARATION

- A. Provide protective material and methods as required to protect existing building and adjacent surfaces, features, and property. The Contractor is responsible for damage, including from water or flying debris, resulting from Work under this Contract.
 - 1. Provide protection in roof-related traffic, staging, and storage areas consisting of 45-mil EPDM, 1" extruded polystyrene insulation, and 3/4" plywood ballasted with sandbags. Remove protection materials upon completion of the Work.
- B. Protect wall surfaces with tarpaulins or other suitable cover to prevent damage, staining, or discoloration that might result from operations. Windows, doorways, docks, walkways, etc. may require special protection measures.
- C. Protect the building interior, air intakes, Project site, and adjoining property from objectionable dust and wind-blown or falling debris.
- D. Take precautions to protect the building grounds from damage due to construction traffic.

1.3 EXECUTION

- A. Contractor shall be responsible for patching and repairing of existing materials not scheduled for replacement or alteration, which are damaged during any sequence of the removal or new work. Contractor is responsible for water damage to existing insulation and building interior that may result from damage to existing materials, and for subsequent water damage due to inadequate repair work.
- B. Notify the Owner if any seriously deteriorated structural member is uncovered during removal work prior to placement of new materials. Replacement of deficient structural members, not specifically designated for replacement, will be at the decision and expense of the Owner.
- C. Existing materials designated to remain which are damaged or defaced as a result of the Work and are unsuitable for the use intended shall be replaced at Contractor's expense to the satisfaction of the Owner.
- D. Where necessary to remove or alter existing construction, all construction affected shall be properly patched and filled out to match existing or new work.

- E. Repairs of existing construction required by the Contract, or necessary because of damage from this Work, shall use products equivalent to and compatible with existing materials, and shall be applied only to clean and dry surfaces.
- F. Reconnect all mechanical equipment even when the disconnection of the equipment, or any portion thereof, is inadvertent. Verify on a daily basis that all roof-mounted equipment are properly connected in areas of the Work.

1.4 CLEANING

- A. Return all unaltered site conditions to conditions which existed prior to the start of Work.
- B. In case of undue delay or dispute, Owner may remove rubbish, materials, and equipment and charge cost to Contractor, with such action permissible by Owner 48 hours after a written notice has been transmitted to Contractor.

1.5 PROTECTION OF EXISTING PROPERTY AND INSTALLED CONSTRUCTION

- A. Traffic on no-reroofing areas shall be kept to a minimum. Provide adequate protection of the roof membrane if traffic on such roof areas is necessary.
- B. Exercise reasonable precautions to prevent vandalism and to safeguard the public at the existing building, including on the roof. Do not leave openings unprotected. Carefully stack materials. Control access to the roof at all times so no unauthorized person can get on the roof by use of the Contractor's equipment or materials, day or night.
- C. Prevent access by the public to materials, tools, or equipment.
- D. Place used asphalt mops in water and remove from the roof at the end of each day's work. Dispose of or store away from combustible materials.

1.6 CLOSEOUT SUBMITTALS

- A. The following closeout submittals must be submitted to the Architect/Engineer in **one** single envelope with the Final Application for Payment. Items submitted separately (not included with the Final Application for Payment) will be returned to the Contractor. Contractor shall be responsible for obtaining and submitting closeouts listed below that are also applicable to subcontractors.
 - 1. Final Application for Payment (AIA G702)
 - 2. Final Project Review (punch list) with all work items marked complete. Include Change Orders and written verification that all mechanical units are properly secured and operational.
 - 3. Certificate of Substantial Completion: A Project-specific completed form will be provided to the Contractor by the Architect/Engineer and is to be signed and returned as part of the Project Close-Out submittals. The date of the Certificate of Substantial Completion shall match the date of all required warranties.
 - 4. Warranties, signed and dated (date shall match the signed Certificate of Substantial Completion).
 - 5. Permits: Submit copies of building permits and plumbing permits (if required).
 - 6. Returned Permits/Keys: Submit either a letter or email stating that all permits, keys, and passes have been returned to the Owner.

7. Systems Training: Submit either a letter or email stating that all necessary systems demonstration training with the Owner has taken place, including the date of said training. This may be included with Items 3 and 4.
8. Operations and Maintenance Manuals if applicable
9. Consent of Surety to Final Payment (AIA G707)
10. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
11. Contractor's Affidavit of Release of Liens (AIA G706A)
12. Withholding Affidavit for Construction (State Tax Form IC-134)
13. Contractor's Record Drawings (as-builts). All as-built conditions which deviate from the originally issued Contract Documents shall be clearly marked.
14. Specific close-out submittals required by the technical Specification Sections.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02 41 19
DEMOLITION, WASTE MANAGEMENT, AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and disposal of non-hazardous construction waste
 - 2. Salvage of existing items to be reused
 - 3. Recycling non-hazardous demolition materials

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. 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.
- D. Construction Waste: Building materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- E. Demolition Waste: Building and site improvement materials resulting from demolition operations.
- F. Disposal: Removal off-site of demolition and construction waste or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- G. Recycle: Recovery of demolition or construction waste for subsequent sale for reuse.

1.3 RECYCLING REQUIREMENTS

- A. Salvage and recycle the existing metal window cladding, metal wall panels, and any other recyclable metals.

1.4 SUBMITTALS

- A. Schedule of Demolition Activities - Indicate the following:
 - 1. Locations of proposed dust and noise-control temporary partitions and means of egress, including for tenants affected by demolition operations.
 - 2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 3. Means of protection for items to remain and items in path of waste removal from building.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to demolition area. Conduct demolition so Owner's operations will not be disrupted.

- B. Storage or sale of removed items or materials on-site is not permitted.
- C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Maintain fire-protection facilities in service during demolition operations.
- D. 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 demolition.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle existing aluminum window cladding, metal wall panels and trim, and other construction materials.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in an EPA approved landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of the building by chute, hoist or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition as required by Structural Engineer.

3.4 DEMOLITION, GENERAL

- A. General: 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. Proceed with demolition systematically, from higher to lower level. Complete demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. 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. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. 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.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly.
- B. Remove, Store, and Reinstall:
 - 1. Clean items to functional condition adequate for intended reinstallation and reuse.
 - 2. Protect items from damage during transport and storage.
 - 3. Reinstall items in locations indicated. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during demolition and cleaned and reinstalled in their original locations after demolition operations are complete.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.

END OF SECTION

**SECTION 06 16 00
SHEATHING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Exterior gypsum wall sheathing (damaged areas only)

PART 2 - PRODUCTS

2.1 WALL SHEATHING

- A. Gypsum exterior wall sheathing: Glass mat gypsum wall sheathing, ASTM C1177, 5/8" DensGlass Fireguard Sheathing, or approved equal.

2.2 MISCELLANEOUS

- A. Wall sheathing fasteners: Bugle head, galvanized coarse thread sharp point screws
- B. Sheathing joint-and-penetration treatment materials

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fasten sheathing to wood framing at 7" on-center.
- B. Install no more sheathing than can be covered by the water-resistive barrier by the end of the day and prior to precipitation.

END OF SECTION

**SECTION 07 25 00
WEATHER BARRIER**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Water resistive barrier
- B. Related Sections:
 - 1. Section 06 10 00 – Sheathing
 - 2. Section 07 46 20 – Engineered Wood Siding

1.2 SUBMITTALS

- A. Manufacturer's installation instructions

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIERS

- A. Water-resistive barrier: Water-resistive, vapor permeable, air barrier membrane with integrated tape, Wrap Shield manufactured by VaproShield
- B. Type acceptable to the lap siding manufacturer for warranty purposes.

2.2 ACCESSORIES

- A. Flexible flashing: VaproFlashing and VaproLiqui-Flash manufactured by VaproShield
- B. Window flashing: 3D Window Flashing manufactured by VaproShield with VaproLiqui-Flash manufactured by VaproShield
- C. Fasteners: No. 8 corrosion protected bugle head screws through VaproCap washers of length to penetrate 1-1/2" into studs

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Flexible Flashing: Install in conformance with manufacturer's installation instructions.
- B. Water-resistive barrier: Install in conformance with manufacturer's installation instructions.

END OF SECTION

**SECTION 07 46 20
ENGINEERED WOOD SIDING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Lap siding and accessories
- B. Related Sections:
 - 1. Section 07 25 00 – Weather Barrier
 - 2. Section 06 16 00 – Sheathing
 - 3. Section 09 91 00 – Painting

1.2 SUBMITTALS

- A. Product data: Manufacturer's data sheets for all products, including requirements for preparation, storage and handling, installation, and finishing.
- B. Samples: Selection samples for each product specified, including color chips.

1.3 QUALITY ASSURANCE

- A. Installer qualifications: Minimum three years experience with installation of similar products.
- B. Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect/Engineer.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect/Engineer.
 - 3. Refinish mock-up area as required to produce acceptable work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store siding off ground on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under waterproof cover and keep dry prior to installation.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.6 WARRANTY

- A. Warranties shall be dated no earlier than the date of the Certificate of Substantial Completion created by the Architect/Engineer.
- B. Manufacturer's warranty: Provide manufacturer's standard product warranty.
- C. Contractor's warranty: Provide five-year workmanship warranty using the form at the end of this Section.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Siding, trim, and accessories to be from same manufacturer
 - 1. James Hardie Building Products
 - 2. LP Building Products

2.2 SIDING

- A. Lap Siding: Cedar wood grain finish with 6" exposure, factory primed
 - 1. HardiePlank HZ10 Lap
 - 2. LP Smartside Precision Series 76

2.3 TRIM

- A. Cedar wood grain finish, 5/4 boards, width to match existing, of same material and finish as siding.

2.4 FASTENERS

- A. HardiPlank to wood framing: 0.089 inch (2.2 mm) shank by 0.221 inch (5.6 mm) head, of length to penetrate minimum 1-1/2" into wood framing, hot-dipped galvanized siding nails
- B. LP Smartside to wood framing: Minimum 8d, 0.113 inch shank by 0.297 inch head of length to penetrate 1-1/2" into wood framing, hot-dipped galvanized siding nails
- C. Trim to wood framing: Minimum 8d hot-dipped galvanized box

2.5 FINISHES

- A. Provide factory applied manufacturer's standard primer to all siding, trim, and accessories.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to commencing installation, verify governing dimensions of building and condition of substrate and water resistive barrier.
- B. If framing preparation is the responsibility of another installer, notify Architect/Engineer of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Examine, clean, and repair as necessary any substrate conditions that would be detrimental to proper installation. Do not begin installation until unacceptable conditions have been corrected.
- B. Prepare surfaces using methods recommended by the manufacturer for achieving the best result for the substrate.

3.3 SIDING

- A. Install materials in conformance with manufacturer's blind nailing method installation instructions.
- B. Apply siding in a manner that prevents moisture intrusion and water buildup.

- C. Install a minimum 1/4" thick lath starter strip at the bottom course of the wall. The bottom edge of the first plank overlaps the starter strip. Apply planks horizontally with minimum 1-1/4" overlap.
- D. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- E. Align vertical joints of the planks over framing members and install joint flashing.
- F. Prime and paint all cut edges.
- G. Butt joints shall be staggered with previous courses.
- H. Face nail to every stud. Do not overdrive nails. Nail head should seat firmly to face of siding. Exposed face nails shall be caulked and sealed against moisture intrusion prior to painting.
- I. Locate splices at least 12" away from window and door openings.

3.4 TRIM

- A. Install materials in conformance with manufacturer's installation instructions and in a manner that will not allow moisture intrusion or water buildup.
- B. Fasten through trim into structural framing. Fasteners must penetrate minimum 1-1/2" into wood framing.
- C. Place fasteners no closer than 3/4" and no further than 2" from side edge of trim board and no closer than 1" from end. Fasten maximum 16" on-center.
- D. Outside corner board: Attach trim on both sides of corner with 16-gauge corrosion resistant finish nail, 1/2" from edge, spaced 16" apart, weather cut each end spaced minimum 12" apart.
- E. Prime and paint all cut edges.
- F. Allow 1/8" gap between trim and siding, and seal gap with caulk.

3.5 PROTECTION

- A. Protect installed products until completion of Project.
- B. Touch-up, repair, or replace damaged products prior to Substantial Completion.

END OF SECTION

CONTRACTOR'S SIDING WARRANTY

Owner:

Street Address:

City

State

Zip

Project Name:

Project No.

Project Address:

Date of Final Acceptance:

Siding Installation Contractor:

Street Address:

City

State

Zip

Phone No. ()

Fax No. ()

Email:

This warranty stipulates that the above-named Contractor shall, during a period of five (5) years from the date of Substantial Completion of the Work, maintain the lap siding, trim, and accessories and repair all defects which result from faulty workmanship or defective materials, without further cost to the Owner, including replacement of any wet materials caused by such defects.

Excluded from this warranty may be any and all damage to said siding, the buildings or their contents caused by acts or omissions of the Owner; fire, lightning, winds of peak gust speeds of 72 mph or higher, hailstorm, or other unusual phenomenon of the elements; or movement or failure of the supporting building structure that causes siding failure.

Exclude from this warranty any damages to the building or the contents.

Before expiration of the above warranty period, the above-named Contractor shall inspect the siding in the presence of the Owner and make necessary correction of all deficiencies not considered normal. The warranty shall remain in force until necessary repair work has been completed.

SIDING INSTALLATION CONTRACTOR

Signature

Printed Name

Title

Date

SECTION 07 62 00
SHEET METAL FLASHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Sheet metal flashing
- B. Products Furnished But Not Installed Under This Section:
 - 1. Scuppers
- C. Related Sections:
 - 1. Section 07 92 00 – Joint Sealants

1.2 SUBMITTALS

- A. Product Data: Color-coated metal
- B. Literature: Written specific recommendations from the manufacturer of the following items regarding suitability for given purpose, compatibility, heat range, installation requirements, neutralization/removal requirements, etc.
 - 1. Solder
 - 2. Flux
- C. Test results: If Contractor proposes new cap flashing which deviates from the Project Drawings, proposed substitution must be in accordance with the design intent of the Project and test results must be submitted verifying compliance with IBC 2006 ANSI/SPRI ES-1.
- D. Samples: Sheet metal manufacturer's standard color chart.
- E. Warranty: Signed warranty forms (Close-out submittal).

1.3 QUALITY ASSURANCE

- A. Perimeter edge metal and parapet cap (coping) for low-slope roofs shall comply with IBC 2006 ANSI/SPRI ES-1.
- B. Factory shall have capability to show conformance with National Coil Coater's Association Technical Bulletins for factory color-coated steel.
- C. Manufacturer to provide factory applied protection for finished color-coated sheet metal by means of a strippable plastic film.
- D. Sheet metal items not specifically noted on the Drawings or in the specification shall be in accordance with recommendations of The Architectural Sheet Metal Manual published by Sheet Metal and Air-Conditioning Contractors National Association, Inc. (SMACNA).

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store flammable materials in conformance with fire codes and in a manner that will not create a potential fire hazard.
- B. Exercise care during fabrication and erection to avoid damage to the finished surface.
- C. Store color-coated sheet metal in manner that will protect it from exposure to the sun up until the time of installation.

- D. Store sheet metal components in a manner that will keep them clean and dry until installed.

1.5 PROJECT CONDITIONS

- A. Protection:
 - 1. Prevent damage to new or existing materials, including protection from damage by ladders and other equipment. Potentially damaging materials such as metal scraps, acid flux, and other debris shall not be permitted to come into contact with the roof surface.
 - 2. Suitable fire extinguishing equipment shall be immediately available at all locations where soldering, welding, or cutting equipment is used.
 - 3. Maintain a fire watch wherever soldering, welding, or cutting is performed.
- B. Construction Schedule: Install sheet metal as soon as possible after membrane work has been completed. Sheet metal work shall be fully complete by the given completion date.

1.6 WARRANTY

- A. Warranties shall be dated no earlier than the date of the Certificate of Substantial Completion created by the Architect/Engineer.
- B. Manufacturer's Warranty: Provide a 20-year written manufacturer's warranty for color-coated sheet metal covering color fade, chalk, and film integrity.
- C. Contractor's Warranty: Prior to acceptance of work, furnish written five (5) year warranty covering all sheet metal flashings specified herein using the form at the end of this Section.

PART 2 - PRODUCTS

2.1 SHEET METAL

- A. Color-coated steel: Kynar 500 fluoropolymer coating factory applied to 24-gauge galvanized steel, ASTM A653. Touch-up paint for color-coated sheet metal shall be color match as recommended and supplied by the sheet metal manufacturer.
 - 1. Color shall be from manufacturer's standard colors. Verify with Owner at the pre-construction conference.
 - 2. Acceptable materials:
 - a. ColorKlad by Ryerson
 - b. Pac-Clad by Petersen Aluminum Corporation
 - c. Una-Clad by Firestone Metal Products
 - d. Ultra-Clad by Coated Metals Group
 - e. Carlisle Metal Products
 - f. Berridge Manufacturing Company
- B. Aluminum: ASTM B209, Alloy 3003-H14, mill finish

2.2 FASTENERS

- A. Fasteners shall be of same material as flashings on which they are used and shall be of type and size as shown on Drawings or specified herein unless noted otherwise. Exposed fasteners through sheet metal shall match new sheet metal color.
 - 1. Zinc or cadmium plated for galvanized steel
 - 2. Stainless steel for aluminum

- B. Fasteners exposed to the weather shall have EPDM washers under heads to ensure watertightness.
 - 1. EPDM bonded washers: Fabco Fastening System Weath-R-Seal Bonded Washers
- C. Sheet metal to wood:
 - 1. Where exposed: No. 8 minimum size steel hex head screw, 1-1/2" long. Minimum 150 lbs. per screw installed withdrawal resistance.
 - 2. Where not exposed: Minimum #14 flat head wood screw.
- D. Sheet metal to sheet metal: Self-tapping screws of 1/2" length and a minimum #3 diameter.
- E. Keeper strips to wood:
 - 1. Nails: Ring shank nail, with minimum 3/16" diameter head, and minimum 1-1/4" penetration into wood.
 - 2. Screws: No. 8 minimum size steel pan head screw, minimum 3/4" penetration into wood. Minimum 150 lbs. per screw installed withdrawal resistance.

2.3 MISCELLANEOUS

- A. Solder: ASTM B32, alloy grade Sn50 (50% tin, 50% lead) or Sn60 (60% tin, 40% lead). Use solder alloy grade which is appropriate for types of flux and heating ranges being used.
- B. Soldering flux: Use least corrosive flux suitable for specific application. Use materials and methods to neutralize as recommended by the flux manufacturer and American Welding Society (AWS).
 - 1. Fed. Spec. 0-F-506C, Type I, Form A or B
- C. Dissimilar metals:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete, masonry or pressure-treated wood, protect against corrosion by painting contact surfaces with bituminous paint or method recommended by manufacturer.

PART 3 - EXECUTION

3.1 REMOVALS

- A. Removed materials need not be salvaged unless specifically required for reuse.
- B. Where existing sheet metal is to be reused, extra precautions shall be taken to prevent damage to metal during reinstallation.

3.2 PREPARATION

- A. Verify that surfaces to receive sheet metal are smooth, clean, and have no free water present in any form.
- B. Verify that nailers to receive sheet metal are properly placed.
- C. Verify shapes and dimension of surface to be covered before fabrication of sheet metal.

3.3 FABRICATION AND INSTALLATION

- A. Sheet metal installation shall as a minimum, be in accordance with recommendations of Factory Mutual Loss Prevention Data Sheet 1-49, Perimeter Flashing.
- B. Shop fabricate all items requiring soldering or welding unless noted otherwise.
- C. Re-coat soldered joints of color-coated sheet metal with material and in manner specified by manufacturer.
- D. Sheet metal work shall be of material and gauge specified, and shaped to be installed in strict conformance with details on Drawings.
- E. Plane surfaces shall be free from waves or buckles.
- F. Turn back exposed metal edges into hemmed edge.
- G. Screw fasteners shall be turned into place rather than driven.

3.4 SOLDERING

- A. Clean surfaces to be soldered, removing oils and foreign matter.
- B. Pre-tin edges of sheet metal before soldering is begun.
- C. Apply flux and begin soldering immediately.
- D. Soldering shall be done slowly with well-heated soldering irons until the seams are thoroughly heated and the solder has been completely sweated through the full width of the seams.
- E. Remove acid flux residue as recommended by the manufacturer. As a minimum, use a solution of washing soda in water.

3.5 CAP FLASHING, COUNTERFLASHING, WALL PANELS, AND KEEPER STRIPS

- A. Space cap flashing sections so cover plate locations will be balanced between corners of roof edge.
- B. Align cover plates for cap flashing and fascia flashing along roof edges.
- C. Lap intersecting counterflashings, except fascia counterflashings, minimum 3", and securely fasten.
- D. Screw fasten cap flashing on roof edges at 18" on-center. Screw fasten cap flashings (non-roof edge related) and counterflashing to wood blocking with screws through EPDM washers at 30" on-center.
- E. For perimeter edge metal with 12" maximum width, fasten outer edge of cap flashing with continuous keeper strip fastened to blocking at 6" on-center. Do not field crimp cap flashing to keeper strip. When cap/fascia flashing is present, allow additional break in keeper strip to maintain plumb installation of cap/fascia flashing.
- F. Hem top edge of fascia flashing and nail through slotted holes at 30" on-center.
- G. Provide butyl tape on back side of sheet metal flashings at fasteners penetrating the membrane.

3.6 FIELD QUALITY CONTROL

- A. Alignment and elevation of installed sheet metal will be checked by Contractor and may be checked by Architect/Engineer.
- B. Withdrawal tests of installed fasteners may be required if attachment is in question.
- C. Testing Services Criteria:
 - 1. The Owner, Architect/Engineer, and/or Owner's Representative reserve the right to have tests made when deemed necessary.
 - 2. Tests not specified as part of a trade section will be paid for by the Owner unless such tests reveal a failure of the Work to meet requirements of the Contract Documents.
 - 3. Tests revealing a failure in the Work shall be paid for by the Contractor.
 - 4. Tests shall be made in accordance with recognized standards by a competent, independent testing laboratory selected by the Owner, the Architect/Engineer, and/or the Owner's Representative.
 - 5. Materials found defective or not in conformance with the Contract Documents shall be promptly replaced or repaired at the expense of the Contractor.
 - 6. Samples required for testing shall be furnished by the Contractor and selected as directed by the Architect/Engineer and/or Owner's Representative
 - 7. The Contractor shall repair openings required for testing to the satisfaction of the construction observer.

3.7 CLEANING

- A. Clean surfaces of flux, scraps, dirt, and other blemishes immediately. Potentially damaging materials shall not contact the roof surface.
- B. Remove strippable plastic film from color-coated sheet metal immediately after installation.

END OF SECTION

SHEET METAL WARRANTY

Owner: _____

Street Address: _____

City	State	Zip
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Project Name:	Project No.
---------------	-------------

Project Address: _____

Date of Final Acceptance: _____

Sheet Metal Installation Contractor:

Street Address: _____

City	State	Zip
------	-------	-----

Phone No. () _____

Fax No. () _____

Email: _____

This warranty stipulates that the above-named Contractor shall, during a period of five (5) years from the date of Substantial Completion of the Work, maintain the sheet metal flashing systems and repair all defects which result from faulty workmanship or defective materials, without further cost to the Owner, including replacement of any wet insulation caused by such defects.

Excluded from this warranty may be any and all damage to said roof, the buildings or their contents caused by acts or omissions of the Owner; fire, lightning, winds of peak gust speeds of 72 mph or higher, hailstorm, or other unusual phenomenon of the elements; movement or failure of the supporting building structure that causes flashing failure; or vapor condensation beneath the roof.

Exclude from this warranty any damages to the building or the contents.

Before expiration of the above warranty period, the above-named Contractor shall inspect the sheet metal in the presence of the Owner and make necessary correction of all deficiencies not considered normal. The warranty shall remain in force until necessary repair work has been completed.

SHEET METAL INSTALLATION CONTRACTOR

Signature _____

Printed Name _____

Title _____

Date _____

**SECTION 07 92 00
JOINT SEALANT**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Primer
 - 2. Backer rod
 - 3. Sealants
- B. Related Sections:
 - 1. Section 07 46 20 – Engineered Wood Siding
 - 2. Section 07 62 00 – Sheet Metal Flashing
 - 3. Section 08 54 13 – Fiberglass Windows

1.2 SUBMITTALS

- A. Product Data:
 - 1. Sealant, each type
 - 2. Primer
 - 3. Backer rod
- B. Sample: Sealant color chart for Owner approval
- C. Warranty

1.3 PROJECT CONDITIONS

- A. Removal and new work shall only be accomplished in dry weather with no precipitation expected during the work period.
- B. Protect areas of removed sealant from moisture penetration at the completion of each day's work.
- C. Do not apply materials when ambient temperature is below 40F or above 100F.

1.4 WARRANTY

- A. Submit manufacturer's standard warranty covering installed sealants and accessories against failure to achieve airtight or watertight seal or loss of adhesion, cohesion, or color stability.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide written approval for sealants used in conjunction with aluminum window system and statement of compatibility.
- B. Provide sealant tests for compatibility and staining of surrounding construction.

2.2 SILICONE SEALANT - FOR USE AT WINDOW PERIMETERS

- A. Single Component Silicone: ASTM C920, color selected and approved by Owner
 - 1. Dow Corning 795
 - 2. GE Silpruf NB SCS 9000
 - 3. Tremco Spectrem 2
- B. Provide written approval for sealants used in conjunction with aluminum window system and statement of compatibility from the sealant manufacturer.
- C. Provide sealant tests for compatibility and staining of surrounding construction.
- D. Weatherstripping: Preformed, heat cured, low modulus silicone rubber strip, 1/16" thick, color selected and approved by Owner
 - 1. Dow 123
 - 2. GE UltraSpan US1100

2.3 POLYURETHANE SEALANT - FOR USE AT SIDING AND ALL OTHER (NON-WINDOW) APPLICATIONS

- A. ASTM C920, Type S or M, Class 25, color selected and approved by Owner.
 - 1. Acceptable Grade NS non-sag products:
 - a. Pecora Dynatred
 - b. Sika Sikaflex-2c NS
 - c. Tremco DyMonic
 - 2. Acceptable Grade P self-leveling products:
 - a. Pecora NR-200 Urexpan
 - b. Sika Sikaflex-2c SL
 - c. Tremco THC-900

2.4 BACKER ROD

- A. Backer rod: Round closed cell foam rod compatible with sealant; oversized 25 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application.

2.5 MISCELLANEOUS

- A. Primer: Non-staining, quick-drying type and consistency recommended by the sealant manufacturer.
- B. Bond breaker tape: As recommended by sealant manufacturer.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING

- A. Remove existing sealant and backer rod in area of new work.
- B. Remove or modify existing work to extent necessary to join new work to existing construction and otherwise complete the Work.
- C. Removal of existing material and installation of new sealant in area removed shall be completed and watertight at the end of each day's work and before start of any form of precipitation.

3.2 PREPARATION OF SURFACES

- A. Surfaces to receive new material shall be free of all dirt, debris, loose materials and free moisture in any form. Masonry surfaces to receive new materials shall have existing materials cleaned off as necessary to expose a clean surface.
- B. Verify that surfaces to receive new materials have no defects or errors which would result in poor application or cause latent defects in workmanship.
- C. Mask surfaces as necessary to provide a neat, clean, acceptable application.

3.3 PRIMER

- A. Apply to substrate surfaces in accordance with sealant manufacturer's directions. Do not apply to exposed finish surfaces.

3.4 BACKER ROD

- A. Install in joints using a blunt instrument to avoid puncturing. Do not twist the backer rod while installing. Install so that joint depth is 50% of joint width, minimum 1/4" deep. Install dry and free of tears or holes.

3.5 BOND BREAKER TAPE

- A. Install in accordance with manufacturer's instructions.

3.6 SEALANT

- A. Apply in joints using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform, continuous bead without gaps, wrinkles or air pockets.
- B. Tool joints to match the configuration indicated on the Drawings.
- C. Do not paint over sealant.

3.7 PROTECTION AND CLEANING

- A. Protect areas adjacent to joints from sealant smears.
- B. Remove excess materials adjacent to joints by means recommended by the material manufacturer, or mask to prevent evidence of spillage or damage to adjacent surfaces.
- C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

END OF SECTION

**SECTION 08 54 13
FIBERGLASS WINDOWS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Single hung and casement windows complete with hardware, glazing, weather strip, insect screen, grilles-between-the-glass, and standard or specified anchors, trim, and attachments.
- B. Related Sections:
 - 1. Section 02 41 19 – Selective Demolition
 - 2. Section 07 92 00 – Joint Sealant

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C1036 Standard Specification for Flat Glass
 - 2. ASTM E283 Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors
 - 3. ASTM E330 Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference
 - 4. ASTM E547 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential
 - 5. ASTM E774 Specification for Sealed Insulated Glass Units
- B. American Architectural Manufacturers Association / Window and Door Manufacturers Association (AAMA / WDMA): 101 / I.S.2 / NAFS-02: Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors
- C. Window and Door Manufacturers Association (WDMA): 101 / I.S.2 / NAFS-02 WDMA Hallmark Certification Program
- D. Sealed Insulating Glass Manufacturers Association Canada/ Insulating Glass Certification Council (IGMAC / IGCC)
- E. American Architectural Manufacturers Association (AAMA): AAMA 613-98 Voluntary Performance Requirements and Test Procedures for Organic Coatings on Plastic Profiles
- F. National Fenestration Rating Council (NFRC): 100-97: Procedure for Determining Fenestration Product Thermal Properties

1.3 SYSTEM DESCRIPTION

- A. Design and Performance Requirements:
 - 1. Window units shall be designed to comply with AAMA / WDMA 101 / I.S.2 / NAFS-02.
 - a. Single Hung: LC-50
 - b. Casement: LC-50
 - 2. Air leakage shall not exceed the following when tested at residential performance criteria of 1.57 psf according to ASTM E 283: 0.10 cfm per square foot of frame.

3. No water penetration shall occur when units are tested at the following pressure according to ASTM E 547: 7.5 psf.
4. Window assembly shall withstand the following positive or negative uniform static air pressure difference without damage when tested according to ASTM E 330: 50 psf.

1.4 SUBMITTALS

- A. Product data: Include manufacturer's specifications, technical product data, performance values, and standard details.
- B. Shop Drawings Prepared by the Window Manufacturer:
 1. Indicate layout and location of each window type, component dimensions, and field verified pre-determined opening sizes.
 2. Elevations of each unit, drawn at 1/2" = 1'-0" scale. Indicate frame joinery.
 3. Full size section details of very composite member
 4. Anchorage fastener type and location.
 5. Glass and glazing. Indicate thickness; fastening and anchoring methods; detail and location of joints, and gaskets, including joints necessary to accommodate thermal movement. One final, complete, shop drawing set shall be provided to each the Architect/Engineer and Owner prior to the initial installation conference. The final shop drawing set shall incorporate all review comments and notations on previous shop drawing submittals.
 6. Sealants
 7. Accessories and metal flashings
- C. Samples:
 1. Components: Submit samples of anchors, fasteners, hardware, assembled corner sections and other materials and components as requested by Architect/Engineer.
 2. Finish: Submit minimum 3" x 5" color samples for Architect/Engineer and Owner's approval.
- D. Quality Control Submittals:
 1. Submit manufacture's certifications indicating compliance with specified performance and design requirements.
 2. Submit certified independent laboratory test reports verifying compliance with all test requirements of System Performance Requirements.
- E. Attic Stock: Furnish in your bid one screen of each size for Owner's attic stock.

1.5 QUALITY ASSURANCE

- A. Regulatory requirements - Emergency egress or rescue: Comply with requirements for sleeping units of 2006 IBC with State of Minnesota amendments.
- B. Installer qualifications: Upon request, the window manufacturer will provide written confirmation that the installer is authorized to install window products to be used on this Project. Minimum experience of five years specializing in proper installation of specified window assembly.

1.6 DELIVERY

- A. Packing, shipping, handling and unloading: Materials will be packed, loaded, shipped, unloaded, stored and protected in accordance with AAMA CW-10.

1.7 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground and protect from weather.

1.8 WARRANTY

- A. Warranties shall be dated no earlier than the date of the Certificate of Substantial Completion created by the Architect/Engineer.
- B. Windows shall be warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from purchase date.
- C. Insulating glass shall be warranted against visible obstruction thru the glass caused by a failure of the insulating glass air seal for a period of twenty (20) years from the date of original purchase.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Infinity Replacement Windows from Marvin Windows, Ultrex Infinity
- B. Impervia Replacement Windows from Pella Windows, Fiberglass Impervia
- C. Or approved equal

2.2 MATERIALS

- A. Frame: Fiberglass reinforced pultrusion. Exterior and interior 0.075" thick. Frame thickness of 1-5/16". Frame depth of 2-1/4".
- B. Sash: Fiberglass reinforced pultrusion. Exterior and interior 0.075" thick. Composite sash thickness of 1-3/8" for operating units.
- C. Glazing: Select quality complying with ASTM C 1036. Insulating glass IGCC certified to performance level.
CBA when tested in accordance with ASTM E 774.
 - 1. Glazing method: Insulating glass
 - 2. Glass type: LoE3 - 366 with Argon gas
 - 3. Glazing seal: Silicone bedding on interior; silicone bedding on exterior.
- D. Finish:
 - 1. Exterior: Fiberglass reinforced pultrusion with co-extruded Acrylic finish. Color: White.
 - 2. Interior: Fiberglass reinforced pultrusion with co-extruded Acrylic finish. Color: White.
- E. Single-Hung Hardware:
 - 1. Lock: Cam lock and stainless steel keeper system with single point actuator.
 - 2. Lock finish: Baked enamel, White

- F. Casement Hardware:
 - 1. Operator:
 - a. Steel worm-gear operator with hardened gears
 - b. Operator base: Zinc die cast with painted finish
 - c. Operator linkage, hinge slide, and hinge arms: 300 series stainless steel
 - d. Exposed fasteners: Stainless steel
 - e. External hardware salt spray exposure, ASTM B 117: Exceed 1,000 hours
 - 2. Crank Handle Finish:
 - a. Integrated folding crank: Baked enamel, White
 - 3. Locking System: SureLock System
 - a. Single-handle locking system
 - b. Operate positive-acting arms that reach out and pull sash into locked position
 - 4. Casement windows: One installed on sash 27.5 inches and smaller in frame height, 2 unison operating locks installed on sash over 27.5 inches in frame height
 - 5. Lock handle finish: Baked enamel, White
- G. Weather Strip:
 - 1. Frame: Unit features and extruded foam bulb/leaf weather strip that runs continuously around the perimeter of the frame, sealing against the interior face of the sash. Color: Beige
 - 2. Sash: The sash weather strip is an extruded thermoplastic bulb that is placed against the sides, top and bottom of the sash; sealing against the inner perimeter of the frame. Color: Beige
- H. Insect Screens: Factory installed (removable) full screen.
 - 1. Screen cloth 18 by 16 mesh: Charcoal fiberglass
 - 2. Frame color: Stone White

2.3 ACCESSORIES AND TRIM

- A. Installation Accessories:
 - 1. Operator unit package of installation hardware consisting of:
 - a. Six #8 x 3" Torx truss head installation screws
 - b. Six jamb hole plugs
 - 2. Picture unit package of installation hardware consisting of:
 - a. Twelve #8 x 3" Torx truss head installation screws
 - b. Twelve jamb hole plugs
 - 3. Sill installation filler: 108" length
 - 4. Interior frame, installation, and mulling accessories:
 - a. Interior frame cover
 - b. Jamb extension adaptor
 - c. 5/8" sheet rock receiver
 - d. Jamb extension material
 - e. Nailing fin
 - f. Nailing fin drip cap
 - g. Nailing fin corner gaskets
 - h. Exterior mull cover

- i. Mulling pin
 - j. Interior mull clip
 - k. Interior mull clip cover
 - l. Mulling bracket
 - m. Mull tape - one-sided
- B. Flashing Accessories
- 1. Aluminum Flashing:
 - a. Profile: 24-Gauge
 - b. Finish: Color-coated steel
 - c. Color: White
 - 2. Self-adhering detail membrane: Perm-a-Barrier aluminum flashing, self-adhesive, rubberized detail membrane, manufactured by GCP Applied Technologies.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Before installation, verify openings are plumb, square, and of proper dimension as required. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of conditions: Beginning of installation confirms acceptance of existing conditions.

3.2 INSTALLATION

- A. Assemble and install window unit according to manufacturer's instructions and reviewed shop drawings.
- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealant. Do not use expansive foam sealant.
- C. Install accessory items as required.

3.3 FIELD QUALITY CONTROL

- A. The Contractor shall provide written notice to appropriate firms and laboratories that window installation is complete and ready for field quality control testing. Provide minimum ten working days' notice for both initial and rescheduled testing.
- B. Owner will engage an independent, AAMA certified testing laboratory to field test completed window installation for compliance with specified performance criteria for air infiltration and water resistance. Testing for the completed curtain wall installation will be AAMA and ASTM test standards and per additional requirements, definitions, and criteria listed in the field quality control testing below. If curtain wall assembly exceeds constructability limits for a Method B test chamber, the Owner retains option to utilize AAMA 501 field test standards as tabulated and defined below. Testing shall occur prior to interior finish work, including interior perimeter sealant joint, to allow visual access to areas being tested to check for water penetration. The Contractor shall assist with testing procedures and otherwise cooperate with testing agency, including providing all scaffolding, lifts, enclosures, temporary heating, and other equipment and utilities to facilitate testing. Owner retains the option to waive portions of testing specified. The Owner will randomly select curtain wall to be tested.

3.4 ADJUSTING

- A. Adjust movable units to operate smoothly and to be weathertight when closed. Lubricate hardware to provide properly working condition.

3.5 CLEANING

- A. Cleaning of interiors and exteriors of new windows shall occur at time of installation.
- B. Remove visible labels and adhesive residue from glass according to manufacturer's instructions.
- C. Leave windows and glass in a clean condition.

3.6 PROTECTING INSTALLED CONSTRUCTION

- A. Protect windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.

END OF SECTION

**SECTION 09 91 00
PAINTING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation, priming, and painting of interior gypsum
 - 2. Interior stain and sealer for windows and wood trim
 - 3. Coating for lap siding
- B. Related Sections:
 - 1. Section 07 46 20 – Engineered Wood Siding
 - 2. Section 08 54 13 – Fiberglass Windows

1.2 REFERENCES

- A. Code of Federal Regulations (CFR); 29 CFR 1910.1000, Air Contaminants
- B. Commercial Item Descriptions (CID); CID A-A-2904, Thinner, Paint, Mineral Spirits, Regular and Odorless
- C. Steel Structures Painting Council (SSPC)
 - 1. SSPC PA3, Safety in Paint Application
 - 2. SSPC SP1, Solvent Cleaning

1.3 SUBMITTALS

- A. Product Data:
 - 1. Stain sealer
 - 2. Primer, include manufacturer's application instructions and material safety data sheets (SDS)
 - 3. Paint, include manufacturer's application instructions and material safety data sheets (SDS)
- B. Sample: Submit color draw down samples of paint

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Paints shall be in sealed containers with legible manufacturer's identifying information.
- B. Store in accordance with manufacturer's written directions, and as a minimum, stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors, and at temperatures between 40 F to 95 F.
- C. Safety Methods: Apply coating materials using safety methods and equipment in accordance with the following:
 - 1. SSPC PA3
 - 2. 29 CFR 1910.1000
 - 3. Manufacturer's material safety data sheets (MSDS)
 - 4. To protect personnel from overexposure to toxic materials, conform to the guidance of the chemical manufacturer when using mineral spirits or other chemicals. Use recommended protective clothing and equipment to avoid exposure of skin, eyes, and respiratory system.

Conduct work in manner to minimize exposure of building occupants and the general public.

1.5 PROJECT CONDITIONS

- A. Apply materials only in dry weather with no precipitation expected during the work period.
- B. For exterior coatings, do not apply materials when surface temperatures are less than 5 F above the dew point; or below 40 F for oil-based paints; below 50 F for latex paints; or above 95 F.
- C. For interior coatings, apply materials when surface temperatures are between 65 - 95 F during application of enamels and varnishes; and between 50 - 95 F for other coatings.

PART 2 - PRODUCTS

2.1 PRIMER

- A. Lap siding primer: Non-staining, quick-drying type and consistency recommended by the siding manufacturer, compatible with existing paint or primer.
- B. Interior gypsum wall primer: Non-staining, low VOC, low odor, quick-drying type and consistency recommended by the paint manufacturer, compatible with existing paint or primer.

2.2 PAINT

- A. Latex and Alkyd Paints: Furnish complying products by one of the following manufacturers:
 - 1. Devoe and Reynolds
 - 2. Glidden Professional
 - 3. Benjamin Moore
 - 4. PPG Industries, Pittsburgh Paints
 - 5. Pratt and Lambert
 - 6. Sherwin-Williams
- B. Interior latex: Low odor, low VOC, mildew resistant, scrubable, semi-gloss latex, compatible with existing paint and primer. Furnish complying products by one of the following manufacturers:
 - 1. Devoe and Reynolds Co.
 - 2. The Glidden Company
 - 3. Benjamin Moore
 - 4. PPG Industries, Pittsburgh Paints
 - 5. Pratt and Lambert
 - 6. The Sherwin-Williams Company
 - 7. ICI Paints, Inc.
- C. Siding: Paint compatible with siding manufacturer's factory applied primer, as recommended by the siding manufacturer (100% acrylic top coat for James Hardie). Color to match existing siding and metal colors, confirm with the Owner.
- D. Stains and sealers: Provide one coat wood stain, one coat sealer, and two coats clear satin finish. Color to match existing. Acceptable manufacturers:
 - 1. ICI Paints
 - a. Devoe and Reynolds

- b. Fuller O'Brien
- c. Glidden
- 2. Sherwin Williams
 - a. Benjamin Moore
 - b. Martin-Senour
 - c. Pratt & Lambert
- 3. Diamond Vogel
- 4. PPG Industries, Pittsburgh Paints
- 5. Samuel Cabot
- 6. Olympic Stain

2.3 MISCELLANEOUS

- A. Wood filler: Putty material as recommended by the paint manufacturer.
- B. Polyethylene film and waterproof masking tape
- C. Putty for wood sash: Conform to FS TT-P-00791

PART 3 - EXECUTION

3.1 PROTECTION OF AREAS AND SPACES

- A. Prior to surface preparation and painting applications, remove, mask or otherwise protect items that are not to be painted such as windows and walls. Restore surfaces contaminated by painting materials to original condition and repair damaged items.

3.2 APPLICATION

- A. Priming: Apply primer as recommended by the paint and siding manufacturers.
- B. Painting:
 - 1. Apply two coats of paint. Allow time between coats as recommended by the paint manufacturer, to permit thorough drying.
 - 2. Apply in accordance with SSPC PA 1. Thoroughly work coating materials into joints, crevices, and open spaces. Touch up damaged coatings before applying subsequent coats. Interior areas shall be broom clean and dust free before and during the application of coating materials.
 - 3. Drying time: Allow time between coats, as recommended by the manufacturer, to permit thorough drying, but not to present topcoat adhesion problems. Provide each coat in specified condition to receive next coat.
 - 4. Primers and intermediate coats: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by the manufacturer, before applying subsequent coats. Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturer's of subsequent coatings. Each coat shall cover surface of preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.
 - 5. Finished surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors.

- C. Stain and Sealer:
 - 1. Provide one coat wood stain, one coat sealer, and two coats clear satin finish.
 - 2. Follow stain manufacturers written recommendations for application to match existing construction.
- D. Lap Siding and Trim:
 - 1. Apply two coats of paint following paint and siding manufacturer's recommendations. Color to match existing color pattern for existing siding and metal panels.
- E. Equipment: Apply with approved brushes, rollers or spray equipment, unless specified otherwise. Spray areas made inaccessible to brushing by items such as ducts and other equipment.
- F. Thinning of Paints: Reduce paints to proper consistency by adding fresh paint, except when thinning is mandatory for the type of paint being used. Obtain written permission from the Architect/Engineer to use thinners. The written permission shall include quantities and types of thinners to use.

3.3 PROTECTION AND CLEANING

- A. Protect areas adjacent to surfaces being painted.
- B. Remove excess materials adjacent to painted surfaces by means recommended by the paint manufacturer.
- C. Leave finished work in a neat, clean condition with no evidence of spillovers onto adjacent surfaces.

END OF SECTION

2020 WINDOW REPLACEMENT VICKSBURG CROSSING CITY OF PLYMOUTH PLYMOUTH, MINNESOTA

PARTICIPANTS

OWNER:

HRA - CITY OF PLYMOUTH
3400 PLYMOUTH BOULEVARD
PLYMOUTH, MN 55447

CONTACT: JAMES BARNES
JBarnes@plymouthmn.gov
(763) 509-5412

ARCHITECT:

INSPEC, INC.
ENGINEERS/ARCHITECTS
5801 DULUTH STREET
MINNEAPOLIS, MN 55422
(763) 546-3434

PROJECT ARCHITECT
DAVID CAMPBELL, AIA, RWC, GRP
dcampbell@inspec.com

PROJECT MANAGER
DARREN SPRUTE AIA
dsprute@inspec.com

GENERAL NOTES

1. VERIFY MEASUREMENTS AND CONDITIONS ON THE PROJECT.
2. REVIEW SPECIFICATIONS FOR INSTRUCTIONS NOT SHOWN ON DRAWINGS.
3. EXISTING AND NEW MATERIALS COMMON TO SEVERAL DETAILS MAY BE NOTED ON ONLY ONE.
4. SHADED PORTIONS ON DETAILS REPRESENT EXISTING CONDITIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE WORKING CONDITIONS IN AREAS FOR EMPLOYEES OR OTHER PERSONS AT THE SITE.
6. ALL SLOPES AND TAPERS DEPICTED IN THE DETAILS ARE EXAGGERATED FOR CLARITY.

MATERIALS LEGEND

GENERAL PROJECT NOTES

INDEX TO DRAWINGS

- A1. TITLE SHEET
- A2. FIRST AND SECOND FLOOR PLANS
- A3. THIRD AND FOURTH FLOOR PLANS
- A4. EXTERIOR ELEVATIONS
- A5. WINDOW TYPES
- A6. DETAILS

SUMMARY OF WORK

REMOVE AND REPLACE EXISTING WINDOWS AS INDICATED BY THE DRAWINGS ALONG WITH ANY WINDOW TRIM AND METAL FLASHING AS REQUIRED FOR WINDOW REMOVAL AND REPLACEMENT.

- PROTECT TRIM FOR RE-INSTALLATION WHEN POSSIBLE.
- INSTALL NEW COLOR COATED FLASHING AND SILLS AS REQUIRED.
- ALL FLASHING TO MATCH NEW WINDOWS AND BE PROVIDED BY WINDOW SUPPLIER
- ALL TRIM REMOVED/REPLACED TO BE PRIMED AND PAINTED TO MATCH EXISTING TRIM COLOR.



LOCATION MAP
NO SCALE



SITE MAP
NO SCALE



SYMBOLS LEGEND

	ELEVATION NUMBER		DRAWING NUMBER
	SECTION NUMBER		SHEET NUMBER
	DATUM MARKER		REVISION NUMBER
	KEY NOTE		DEMOLITION NUMBER
	WINDOW / DOOR TYPE		ROOM NAME
	EXISTING DOOR		ROOM NUMBER
	NEW DOOR		ROOM NUMBER / NAME
	DTITLE		DRAWING TITLE
	DRAWING TITLE		DRAWING SCALE
	DRAWING TITLE		SHEET NUMBER

PRELIMINARY
NOT FOR CONSTRUCTION

Signature:

Issues and revisions:

ISSUE LEVEL / REVISION:	DATE:	No.:
LEVEL	DATE	

THIS LINE SCALES 1" ON FULL SIZE SHEETS

Client:

CITY OF PLYMOUTH

3400 PLYMOUTH BOULAVARD
PLYMOUTH, MN 55447-1482

VICKSBURG CROSSING

3155 VICKSBURG LANE N,
PLYMOUTH, MN 55447

Project title:

2020 WINDOW REPLACEMENT

Sheet content:
TITLE SHEET

DATE: 10/14/2020
CLIENT PROJECT No.:
INSPEC PROJECT No.: 215041
PROJECT MGR: DS
DRAWN BY: KP
CHECKED BY: DS

Sheet No.:

A1

PRELIMINARY
 NOT FOR CONSTRUCTION

Signature:

Issues and revisions:

ISSUE LEVEL / REVISION:	DATE:	No.:
LEVEL	DATE	

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Project title:

2020 WINDOW REPLACEMENT

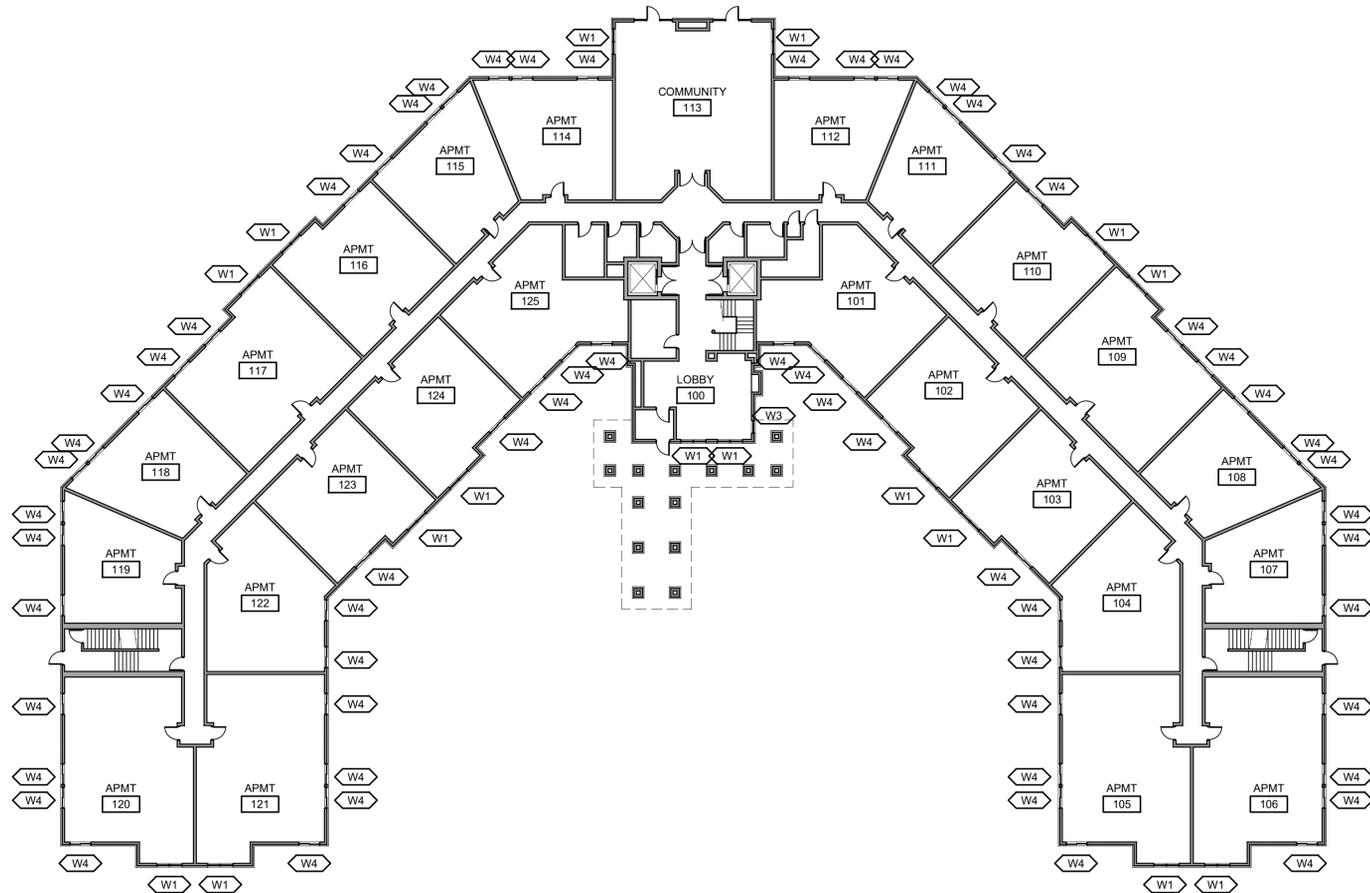
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FIRST & SECOND
 FLOOR PLANS

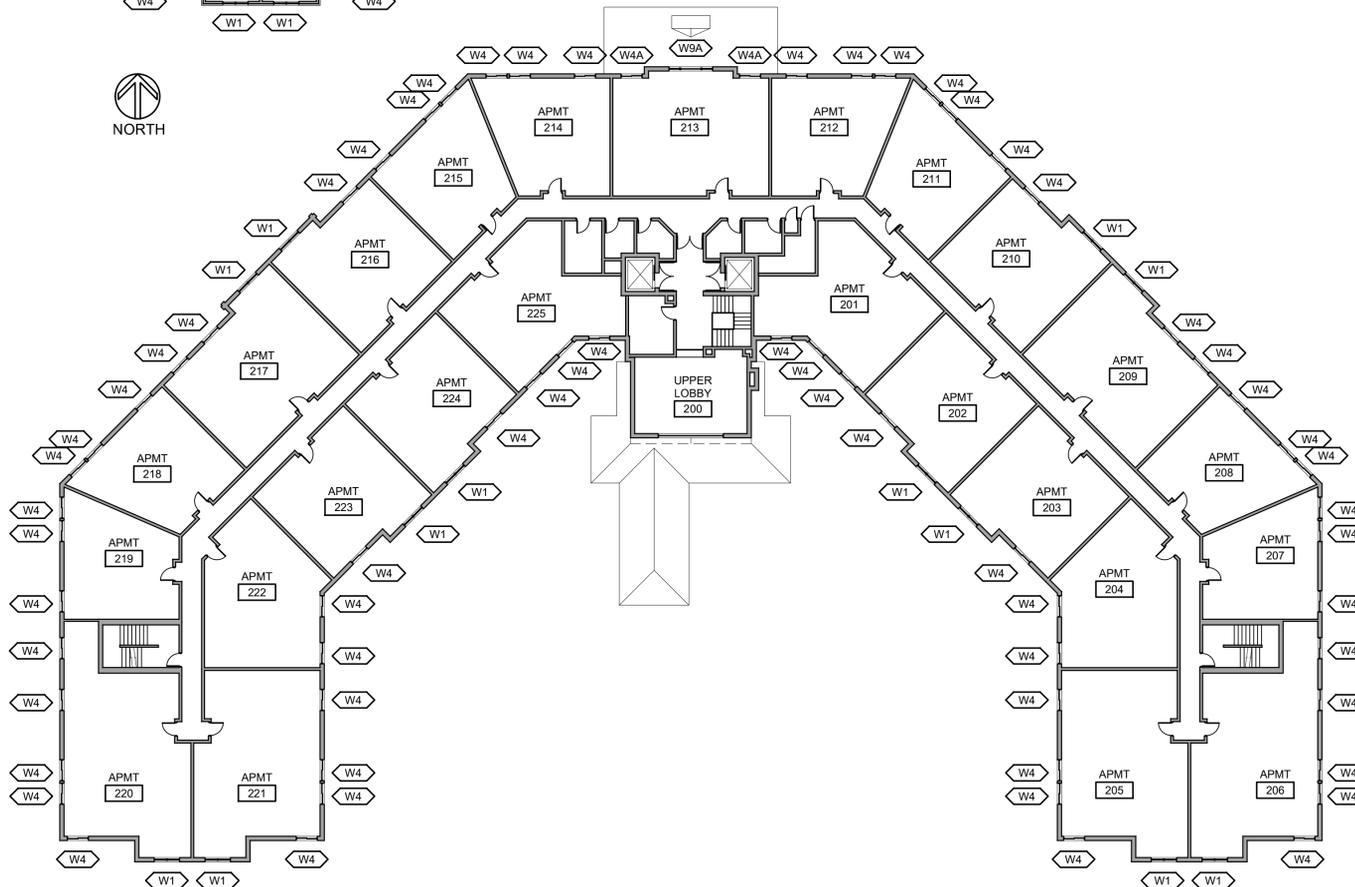
DATE: 10/14/2020
 CLIENT PROJECT No.: 215041
 INSPEC PROJECT No.: 215041
 PROJECT MGR: DS
 DRAWN BY: KP
 CHECKED BY: DS

Sheet No.:

A2



1
 A2
 FIRST FLOOR PLAN
 1" = 20'-0"



2
 A2
 SECOND FLOOR PLAN
 1" = 20'-0"



Consultants:

**PRELIMINARY
 NOT FOR CONSTRUCTION**

Signature:

Issues and revisions:

ISSUE LEVEL / REVISION: DATE: No.:
 LEVEL DATE

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CITY OF PLYMOUTH

3400 PLYMOUTH BOULAVARD
 PLYMOUTH, MN 55447-1482

VICKSBURG CROSSING

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 PLYMOUTH, MN 55447

Project title:

2020 WINDOW REPLACEMENT

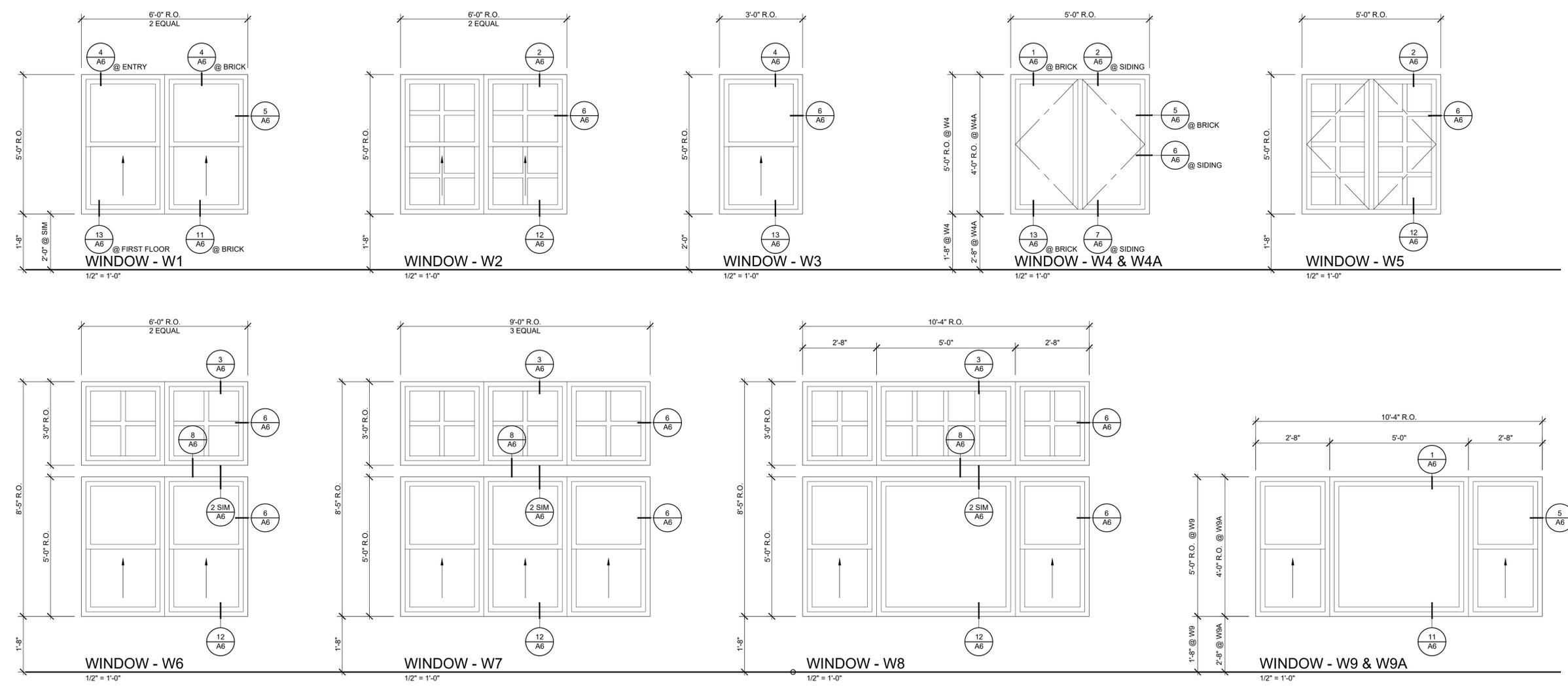
Sheet content:

WINDOW TYPES

DATE: 10/14/2020
 CLIENT PROJECT No.:
 INSPEC PROJECT No.: 215041
 PROJECT MGR: DS
 DRAWN BY: KP
 CHECKED BY: DS

Sheet No.:

A5



WINDOW SCHEDULE

ID	WIDTH	HEIGHT	THICKNESS	TYPE
W1	6'-0"	5'-0"	3"	DOUBLE HUNG
W2	6'-0"	5'-0"	3"	DOUBLE HUNG
W3	3'-0"	5'-0"	3"	DOUBLE HUNG
W4	5'-0"	5'-0"	3"	CASEMENT
W4A	5'-0"	4'-0"	3"	CASEMENT
W5	5'-0"	5'-0"	3"	CASEMENT
W6	6'-0"	8'-5"	3"	DOUBLE HUNG / FIXED
W7	9'-0"	8'-5"	3"	DOUBLE HUNG / FIXED
W8	10'-4"	8'-5"	3"	DOUBLE HUNG / FIXED
W9	10'-4"	5'-0"	3"	DOUBLE HUNG / FIXED
W9A	10'-4"	4'-0"	3"	DOUBLE HUNG / FIXED
TOTAL:				

CONTRACTOR TO VERIFY THE ROUGH OPENING DIMENSIONS AS NOTED (R.O.) ON THE WINDOW TYPES, SCHEDULES, & ELEVATIONS. CONTRACTOR IS ALSO RESPONSIBLE FOR VERIFYING WINDOW REPLACEMENT QUANTITIES.

WINDOW TYPES

SHEET SIZE: 24x36
 10/14/2020 10:18 AM RKP:PELZEL
 \\HAGRID\Files\WAZ\0 Projects\2020\2020-10-14 Dwg & PM\A.0 Inspec\01 C.W.D\215041 Details.dwg

CITY OF PLYMOUTH

HRA RESOLUTION 2020-14

**Resolution Approving the Plans and Specifications And
Ordering Advertisement for Bids
for the Vicksburg Crossing Window Replacement Project**

WHEREAS, plans and specifications have been prepared by the Plymouth Housing and Redevelopment Authority's (HRA) consultant, INSPEC for the Vicksburg Crossing Window Replacement Project in the City of Plymouth and said plans and specifications have been presented to the HRA Board of Commissioners for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF PLYMOUTH, MINNESOTA:

1. Such plans and specifications, copies of which are on file in the HRA Manager's office and made a part hereof, are hereby approved in substantially the same form.
2. The HRA Manager shall prepare and cause to be inserted in the official paper and other relative publishing platforms an advertisement for bids under such approved plans and specifications. The advertisement shall be published twice, shall specify the work to be done, shall state that bids will be received by the HRA Manager until 2:00 p.m. on November 24, 2020, at which time they will be publicly opened in the City Council Chambers of the Plymouth City Center building at 3400 Plymouth Boulevard, Plymouth, Minnesota, by the HRA Manager and a representative of INSPEC. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the HRA Board on the issue of responsibility. No bids will be considered unless sealed and filed with the HRA Manager and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Plymouth Housing and Redevelopment Authority for five percent of the amount of such bid.

APPROVED by the Housing and Redevelopment Authority in and for the City of Plymouth, Minnesota on this 22nd day of October 2020.