PROJECT MANUAL

Volume 1 of 1

Divisions 00, 01, 02, 04, 05, 07

ELKHART COUNTY COURTHOUSE WEST EXTERIOR STAIR RECONSTRUCTION **GOSHEN, INDIANA**

Owner:

Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526



Architect/Engineer:

DLZ Indiana, LLC 2211 East Jefferson Blvd South Bend, Indiana 46615

June 2, 2022

DLZ Project No.: 2261-4862-01

2211 E Jefferson Blvd, South Bend, IN 46615-2692 | OFFICE 574.236.4400 | ONLINE WWW.DLZ.COM

PROJECT:

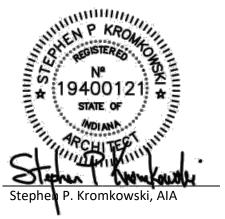
Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

OWNER:

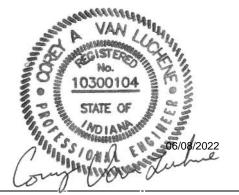
Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526

ARCHITECT/ENGINEER:

DLZ INDIANA, LLC 2211 East Jefferson Blvd. South Bend, Indiana 46615



Professional Architect State of Indiana AR 19400121



Corey A. Van Luchene, P.E

Professional Engineer State of Indiana PE 10300104

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SECTION 00 11 13 - NOTICE OF RECEIVING BIDS

Notice is hereby given that the Elkhart County Board of Commissioners will receive sealed bids until 9:00 a.m., June 27, 2022, at the County Administration Building, Room 104, located at 117 North Second Street. Goshen, Indiana 46526. Bids will be opened publicly at 9:00 a.m. The tentative date to award the construction bid is anticipated to be Monday, July 11, 2022, at 9:00 am at the County Commissioner's meeting.

All work is more particularly described in Contract Documents that are on file and available during regular business hours on or after June 8, 2022. This project includes the reconstruction of the existing exterior sandstone stairs located at the West side of the Elkhart County Courthouse, 101 North Main Street, Goshen, Indiana 46526.

Contract Documents are available for review and purchase from ARC Document Solutions, 1303 Northside Boulevard, South Bend, Indiana 46615. ARC may be reached by telephone at (574) 287-2944 or via email at southbend.orders@ae-arc.com. Bidders may also visit the South Bend ARC Document Solution Public Plan Room to place an order, view plans and specifications, and review the bidders list. Bidders may choose their method of shipment via UPS, Federal Express, or Courier Service and must include their UPS or Federal Express shipper account number. The Bidder will be billed directly for the direct cost of printing and shipping. Documents will also be available on the Elkhart County Government website at elkhartcounty.com.

A Pre-Bid Meeting will be held on Tuesday, June 14 2022, at 10:00 am local time at the project site. Representatives of the Owner and Architect/Engineer will be present to discuss the project, bidding requirements and information, contractor work and staging areas, requirements for contractor's personnel, and tour the project site. All prospective bidders are strongly encouraged to attend. Bidders may also visit the site by contacting the Buildings and Grounds Director and scheduling a time to access the site. The Director, Don Tubicsak, may be reached at 574.320.7605.

Bids shall be properly and completely executed on the Bid Form provided and accompanied by a non-collusion affidavit, Form 96 of the State Board of Accounts, financial statement, bid bond, or certified check, each for a value of not less than ten percent (10%) of the Bidder's total bid amount, including all alternatives bids items and other items as noted. The guarantee shall be made out to Elkhart County, Indiana, Treasurer.

The successful bidder will be required to furnish contract performance and payment bonds for 100% of their contract amount prior to the execution of the contracts. Bonds shall be maintained in accordance with IC 36-1-12-13.1 and 36-1-12-14. Bonds shall be in full force and effect for a period of at least 12 months after the date of Final Completion of the Contract.

Pursuant to Indiana Code 22-5-1.7-11, the successful Contractor entering into a contract with the Elkhart Board of Commissioners is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program.

Pursuant to Indiana Code 5-22-16.5, the Elkhart Board of Commissioners may not contract with a person who is engaged in investment activities in Iran.

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

A bid shall be submitted with one original and two duplicate copies in a sealed envelope with Bid Information clearly marked:

BID ENCLOSED
ELKHART COUNTY COURTHOUSE
WEST EXTERIOR STAIR RECONSTRUCTION
GOSHEN, INDIANA

Elkhart Board of Commissioners reserves the right to reject any and all bids or parts thereof, waive all informalities or irregularities in bidding and to resolicit request for bids.

The Elkhart Board of Commissioners shall award the bids to the lowest responsible and responsive bidder pursuant to I.C. 5-22-7-8.

Dated this 6th day of June, 2022. Elkhart County Board of Commissioners Suzanne Weirick, President Jeff Taylor, County Administrator

ADVERTISEMENT: 06.08.22 and 06.15.22 Elkhart Truth

Goshen News

END OF SECTION 00 11 13

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

A. <u>Identification</u>

As used in these specifications the words Owner, Architect, Contractor, and Project shall mean the following:

OWNER: Elkhart Indiana Board of Commissioners

117 North Second Street Goshen, Indiana 46526

ARCHITECT: DLZ Indiana, LLC

2211 East Jefferson Boulevard South Bend, Indiana 46615

PROJECT: Elkhart County Courthouse

West Exterior Stair Reconstruction

Goshen, Indiana

B. Definitions and Communications

1. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, 2017 Electronic Edition, are applicable to these Instructions to Bidders. Refer to Section 00 72 13 A.

2. All communications for the administration of the contract shall be as set forth in the General Conditions and, in general, shall be through the Architect.

C. Bidding Documents

- 1. The bidding documents are the bidding and contract requirements, the specifications, the drawings, and any addenda issued prior to receipt of bids.
- 2. Documents are on file and may be examined or obtained for bidding purposes as stated in the Notice to Bidders.
- 3. Documents used for bidding purposes shall remain the property of the Owner and shall be returned to the Architect as stated in the Notice to Bidders.

D. <u>Addenda during Bidding</u>

- 1. The Architect will issue written addenda to all plan holders of record.
- 2. All addenda issued prior to the time and date set for termination of bidding shall become a part of the bidding documents and bidders shall list by number and date on the form of proposal, all addenda which have been received by him prior to submittal of his bid. The lump sum proposal amount shall include all work described by all such addenda. It shall be

the bidder's responsibility to determine that he has received all addenda, since no extra costs will be allowed by failure of the bidder to do so.

- 3. Contractors must submit written requests for information and clarifications to the Architect no later than **seven (7)** working days prior to Bid Date. All information, clarifications and interpretations will be made by a written addendum.
- 4. No oral, telephonic, or email instructions or information shall be binding on the Owner, Architect, or bidder unless confirmed by an addendum.

E. <u>Substitutions and Approvals During Bidding</u>

- 1. The bidders are responsible for submitting products or materials that are not named or listed in the specifications as approved substitute items.
- 2. Related requirements described elsewhere. Section 01 62 00 Product Options.
- 3. Substitution Requests shall be submitted no later than ten (10) days prior to the Bid date.
- 4. Substitution Requests shall be submitted with the Contractor's Substitution Request Form filled out in its entirety.
- 5. Document each request with complete data substantiating compliance of proposed substitution with contract Documents, including detailed comparison data with basis-of-design products.
- 6. Specific comparison data is required attesting to the proposed product equivalence. Burden of proof is on the proposer.
- 7. Incomplete submittals will not be accepted or reviewed.
- 8. The Architect will notify Bidder in the form of an Addendum of decision to accept request. If item is not approved by Addendum, item is not acceptable.

F. Bidder's Representation

- 1. The bidder has carefully examined the documents and is informed of the limitations and conditions of the summary of work as presented in Section 01 10 00 "Summary of Work" and shall include in his bid a sum to cover the cost of such items. The Bidder shall report to the Architect, any errors, inconsistencies, or ambiguities discovered.
- The bidder has carefully examined all documents, including documents outside specific trade of work and acknowledges coordination of specific work to create a complete functional system.

- 3. The Bidder shall visit the site of the Work and thoroughly inform himself as to the actual conditions and requirements of the Work, including risks, means of access, restrictions, regulations, labor and materials required, and all other conditions and factors, local and otherwise, which affect the prosecution and completion of the Work and the cost thereof, including the availability and cost of labor, availability of material, and available facilities for transportation, and handling and storage of materials and equipment. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of the Bid submitted, as there will be no subsequent financial adjustment to the Contract awarded hereunder, which is based on the lack of such prior information or its effect on the cost of the Work.
- 4. The Bidder shall also thoroughly examine and be familiar with the Project and by such other means as he prefers to determine exact nature and scope of the work and requirements of the Owner.
- 5. Bidders are directed to the Project Document for requirements relative to the Contract, which may affect the cost of the work.
- 6. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.
 - a. No additional costs of any type will be allowed by the failure of the bidder to avail himself of the privilege of a complete and thorough on -site inspection.
- 7. In addition to the specific references made in these bidding requirements and instructions, the bidder(s) shall be bound by the provisions of the executed contracts, the conditions of contract, the drawings, the specifications, and all addenda issued prior to and all modifications made after, execution of the contract. Subcontractors shall be bound by all the obligations of the Contractor(s). Wherever in the specifications the Contractor is obligated to the Owner, the subcontractor/supplier shall be and become obligated to the Contractor and the Owner in a like manner.

G. Bid Security

- 1. Provide bid security in the form of a Bid Bond AIA Document A310 or insurance company comparable form, or a certified check. Amount shall be for ten percent (10%) of the total bid inclusive of alternate bid items; made payable to Elkhart County, Indiana- Treasurer.
 - a. Certified checks provided with bid securities of all unsuccessful bidders will be returned promptly after an award has been made, or in the event that all bids are rejected. The bid security of the successful bidder will be returned when satisfactory performance and payment bond has been furnished and the contract executed. If the successful Contractor refuses to enter into a contract with the Owner, or fails to obtain contract performance and payment bonds, he may have to forfeit his bid security, not as a penalty, but as liquidated damages.
 - b. Refer to Exhibit 00 72 13 A, Article 11 for bond requirements

H. Preparation of Bids

- 1. Bids shall be submitted on the Project Bid Form found in Section 00 41 13.
 - a. Submit one (1) original and two (2) copies of bid document
- 2. Bids shall be completely and correctly filled out using ink or typewriter, with signatures in ink
 - a. Prices shall be stated both in figures and in writing and in the event of a discrepancy between the writing and the figures, the written amount shall govern.
- 3. Bids shall be signed personally by the bidder, by a partner or by duly authorized officer for a corporation and shall give the bidder's business address and telephone number.
 - a. Certified copies of resolutions or power of attorney authorizing the various individuals to sign the bid shall be enclosed with the bid.
 - b. If the bidder is a corporation, the Bid shall be signed, in ink, in the name and under the seal of the corporation by a duly authorized officer of the corporation, with the designation of his official capacity, and properly attested. The Bid shall show the state in which the corporation is chartered. If it is a foreign corporation, the Bid shall show whether or not it is licensed to transact business in the State of Indiana.
 - c. If the bidder is a partnership, the Bid shall be signed, in ink, in the name under which the organization is doing business, by a partner of the firm.
 - d. If the bidder is a sole proprietorship, he shall sign the Bid, in ink, in person or by agent, stating the name, if any, under which he is doing business.
 - e. In every case, the Bid shall show the present business address of the bidder, at which address communications will be received and service of notices accepted.
 - f. When Bids are signed by an agent of the bidder, a power of attorney evidencing his authority to act as the bidder's agent shall accompany the Bid.
- 4. Any interlineation, alteration, or erasure may be grounds for rejection of the bid. Bids shall contain no recapitulation of the work to be done.
 - a. Bidders are advised that an improper execution of the Bid may result in the disallowance of the bid, therefore, extreme care should be used in executing their Bids.
- 5. Bids shall be based on the materials, construction and equipment named or described in the specifications and on the drawings, and any addenda issued prior to receipt of bids.
- 6. In general, Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids not called for, or that are irregular in any way, or Bids otherwise regular which are not accompanied by the required bid bond specified herein may be rejected as informal or insufficient. No partial bids will be considered unless requested specifically.

- 7. Bids shall be accompanied by the following supplemental documents, all properly signed and notarized.
 - a. Bid Form (Base Bid and Alternates)
 - b. Form 96 (Parts I, II, III, IV, V)
 - c. Bid Security (certified check or Bid Bond)
 - d. Financial Statement
 - e. Out-of-state Contractor Documents, if applicable.
 - f. Affidavit and Certification Form
- 8. Within forty-eight (48) hours of notification all low bidders shall submit to the Architect a complete list of subcontractors, suppliers, and manufacturers furnishing and/or installing materials and products (including those who are to furnish materials or equipment fabricated to a special design) specified on this project. The list shall be complete with name(s) of subcontractor(s) or supplier(s), contact name, addresses, city, state, zip code, telephone, and fax numbers. List of subcontractors is subject to Architect's and Owner's review and acceptance.
- 9. Materials or labor are not directly noted in the Project Documents, but are necessary to the proper completion of the project for the obvious intent thereof, the bidder shall understand the same to be implied and shall provide for them in his bid price as fully as if they were noted and described.

I. Bid Submittal

- 1. Proposals shall be sealed in an opaque envelope marked with the bidder's name and business address, and bearing the following caption:
 - a. BID ENCLOSED:
 ELKHART COUNTY COURTHOUSE
 WEST EXTERIOR STAIR RECONSTRUCTION
 GOSHEN, INDIANA
- 2. Proposals shall be addressed to:

Elkhart Indiana Board of Commissioners 117 North Second Street Goshen, Indiana 46526

J. <u>Modification of Bids</u>

1. Written modifications of Bids will be considered only if received prior to the time stated for receipt of Bids. Submit written modifications in a sealed envelope, identified as required for Bids except that the Phrase "Modification of Bid" shall be used. Modifications made orally by telephone or by email will not be considered.

2. Bidders are cautioned that, in case of modification involving an increase in the base bid sum, the bid deposit shall be ample or be increased to cover the new base bid sum or the entire Bid may be rejected.

K. Withdrawal of Bids

- 1. A bidder may withdraw his Bid by letter with a notarized signature(s) or, with proper identification, by personally securing his Bid at any time prior to the time stated herein for the opening of Bids. A telephone request to withdraw a Bid will not be considered. No bidder may withdraw his Bid within sixty (60) days after the actual time and date opening thereof. Should there be any reason why the Contract cannot be awarded with the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
- 2. Bids may be withdrawn at anytime prior to the scheduled time for receipt of bids.
 - a. Withdrawn bids may not be resubmitted.
 - b. Bids shall not be withdrawn for a period of <u>sixty (60)</u> days after bid opening without consent of the Owner.

L. Responsiveness and Responsibility

- 1. Any bid determined to be non-responsive or any bid submitted by a bidder determined to be non-responsible will be rejected.
- 2. Any bid that fails to conform to the essential requirements of the invitation for bids, such as specifications, or delivery schedule will be rejected as non-responsive.
- 3. A bid may be rejected where the bidder imposes conditions that would modify requirements of the invitation for bids or limit his liability to the Owner so as to give him an advantage over other bidders. For example, bids may be rejected in which the bidder:
 - a. Attempts to protect himself against future changes in conditions such as increased costs, if total price to the Owner cannot be determined for bid evaluation.
 - b. Fails to state a price and, in lieu thereof, states that price shall be "price in effect at the time of delivery".
 - c. States a price but qualifies such price as being subject to "price in effect at the time of delivery".
 - d. Where not authorized by the invitation, conditions or qualifies his bid by stipulating that the bid is to be considered only if, prior to date of award, bidder receives (or does not receive) award under a separate procurement.
 - e. Limits rights of Owner under any clause of Project Documents. However, a low bidder may be requested to delete objectionable conditions from his bid if these conditions do not go to the substance, as distinguished from the form of the bid.

A condition goes to the substance of a bid where it affects price, quantity, quality, or delivery of the items offered.

- 4. Any bid may be rejected if the Owner determines that it is unreasonable as to price.
- 5. Bids received from any person or concern debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired.
- 6. Where bid security is required and a bidder fails to furnish it in accordance with the requirements of the invitation for bids, the bid may be rejected.
- 7. After submitting a bid, if a bidder transfers all his assets or that part of his assets related to the bid during the period between the bid opening and the award, the transferee may not take over the bid and the bid may be rejected.
- 8. Low bids received from bidders determined to be non-responsible may be rejected. A responsible bidder is one who meets all the following requirements.
 - a. Has adequate financial resources, or the ability to secure such resources.
 - b. Has the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed work.
 - c. Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
 - d. Has a satisfactory record of performance, integrity, judgment and skills.
 - e. Is qualified and eligible to receive an award under all applicable laws and regulations.

M. Awarding of Contracts

- 1. It is the intention of the Owner to award contracts to the successful contractor who submits the lowest responsible and responsive bid. Included in evaluation will be the Bidder's past history of performance and workforce capacity to complete work.
- 2. The party to whom a Contract is awarded will be required to execute the Contract and provide the Performance and Payment Bond, all Certificates of Insurance, and a list of Subcontractors within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. If Contract and/or Bond Forms other than those provided in the Project Manual are used, they must contain the provisions called out in the forms provided. Any forms other than those provided in the Project Manual are subject to review and approval by the Owner's attorney.
- 3. The Contract shall be executed in one (1) original document and provide two (2) copies. In case of failure of the Bidder to execute the Contract and provide the required Bonds and Certificates of Insurance, the Owner may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Owner.

N. Taxes, Permits, Inspections etc.

- Elkhart County is exempt from payment of Indiana State Gross Retail Tax (sales tax).
 Contractors will be obligated to obtain all required permits and inspections necessary by governing agencies.
- 2. The Owner will cooperate with the contractor in providing the necessary documentation to exempt the project from taxes as permitted by law. The Contractor shall be responsible for the initiation of this exemption. The Contract price shall be based upon exemption from all taxes as allowed by law. The Contractor shall be responsible for paying all other taxes required by law.
- 3. The Contractor will be responsible for securing and paying for all permits.

O. <u>Non-Discrimination</u>

1. The Contractor hereby assures that it will comply with all Federal and Indiana Civil Rights laws including, but not limited to I.C. 22-9-1-10. The Contractor by submitting a bid certifies and agrees that if he is the successful bidder and is awarded and executes a contract, he and his Subcontractor or Subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to said employee's or applicant's hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of said employee's or applicant's race, color, religion, sex, age, handicap, national origin or ancestry. Also, in this regard, and pursuant to I.C. 36-1-12-15(b), the contractor agrees that the provisions of I.C. 5-16-6-1 are hereby incorporated by reference into these Contract Documents as if they were fully set forth herein and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of the Contract.

P. <u>Mechanic's Lien</u>

1. No claim for mechanic's lien shall be filed by the Contractor or anyone against the Owner's real estate. Contractor hereby agrees to include a provision similar to this provision in all subcontracts relating to the improvement herein described and to require subcontractors to include similar provisions in their sub-contracts.

Q. <u>BIDDER'S QUALIFICATIONS</u>

1. Bidder's attention is directed to the Exhibit 00 72 13A, Article 3 for additional information

R. CONTRACT TIME

- 1. Contract time is established as calendar days from the Award of Contract.
- Bidders attention is directed to Section 00 22 13 "Supplemental Instructions to Bidders" and Exhibits 00 72 13A_A201 General Conditions.

S. LIQUIDATED DAMAGES

1. Liquidated damages associated with contract time are not applicable to this project unless otherwise stated in the General or Supplementary Conditions.

T. BID CONDITIONS

- 1. Contractor shall include the material cost as provided by roofing system manufacturer distributor/supplier. The Contractor's bid shall be based on the roof system material distributor's/supplier's direct cost. In the event that the distributor changes the actual roof system material cost at the time of release of product, then the Contractor's contract shall be adjusted as an ADD or DEDUCT amount to the bid proposal amount.
- 2. No cost change shall be granted for costs associated with labor or associated cost.
- 3. The Award of Contract shall be based on the Bid submissions.

END OF SECTION 00 21 13

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SECTION 00 22 13 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

A. CONSTRUCTION SCHEDULE:

- 1. An anticipated schedule is being provided to indicate the start dates, finish dates and construction duration for various construction activities.
- 2. The actual construction schedule may not vary from what is indicated due to material and manpower availability. In no event shall the construction schedule be allowed to be used as a basis for additional compensation for actual construction activities earlier or later than indicated on the Construction Schedule.
- 3. Scope of Work for the entire Project shall be deemed substantially complete to include the overall project as defined in project documents.
- 4. Final Completion shall be established within thirty (30) calendar days after Date of Substantial Completion.
- 5. An entire Project Certificate of Substantial Completion will be issued at the date all work is completed in its entirety.
 - a. All warranties shall go into effect only after manufacturer approved inspection and all corrective actions are completed.
- 6. Anticipated schedule has been identified to reflect general milestone dates; actual dates may vary based on Award of Contract:

Elkhart Courthouse West Exterior Stair Reconstruction Goshen, Indiana Anticipated Schedule				
Anticipated Date				
BIDDING PHASE				
Release Documents for Bid	June 8, 2022			
Pre-Bid Meeting	June 14, 2022			
Bid Opening	June 27, 2022			
Award of Contract (Board Meeting)	July 11, 2022			
CONSTRUCTION ADMINISTRATION				
Executed Contract July 18, 2022				
Mobilization	August 2022			
Construction Activity 120 Days after Mobiliza				
Closeout 30 Days after Substantial Completio				

B. EXISTING BUILDING AND OCCUPANCY

- 1. The existing building will be open to the public for the duration of construction activity.
- 2. The West Building entry/exit will be closed to the public.
- 3. Work may be performed Monday through Friday between 7:00 and 5:00 pm. Contractor to coordinate with Owner for any work requested to be performed on Saturday. No work is permitted on Sunday.
- 4. The work area shall be secure and protected from the weather to prevent exposure and damage from the elements.

C. HAZARDOUS MATERIALS TESTING

1. No asbestos containing material (ACM) are anticipated at Project site(s).

D. EXISTING DRAWINGS AVAILABILITY

1. The availability of the drawings of the original construction documents and subsequent known improvements to the building are limited and will be made available upon request.

E. COVID-19 REQUIREMENTS

- COVID-19 restrictions and federal guidelines, when mandated, will be enforced.
 Contractors will be required to provide the Owner and Engineers with a COVID 19
 Exposure Prevention, Preparedness and Response Plan and keep it on site during
 construction activities. Such plan shall be submitted to the Owner for review within
 seven (7) days of receipt of a Notice of Award. It shall include, but is not limited to the
 following:
 - a. Responsibilities of Managers and Supervisors
 - b. Responsibilities of Employees
 - c. Job Site Protective Measures
 - d. Job Site Cleaning and Disinfecting
 - e. Job Exposure Situations
 - f. Statement of "Essential" Industry
 - g. Confidentiality/Privacy Statement
 - h. Contact information for general questions

END OF SECTION 00 22 13

SECTION 00 41 13 - PROJECT BID FORM

PART 1 - GENERAL

1.1 BID

- A. To the Elkhart Indiana Board of Commissioners, 117 North Second Street, Goshen, Indiana 46526, hereinafter called "Owner", for the Elkhart County Courthouse- West Exterior Stair Reconstruction, Goshen, Indiana, whereinafter called the "Project".
- B. The Undersigned, as Bidder, declares as follows:
 - 1. The only parties interested in this Bid as Principals are named herein;
 - 2. This Bid is made without collusion with any other person, firm, or corporation;
 - 3. No officer, agent, or employee of the Owner is directly or indirectly interested in this Bid;
 - 4. The Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and he has carefully read and examined the Project Documents comprised of the Project Manual and Plans, the proposed Contract, any and all addenda, and knows and understands the terms and provisions thereof;
 - 5. The Bidder understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and other conditions, natural phenomena, existing pipes and other structures (surface or subsurface) actually encountered will be the same as those shown on the Plans or in any of the Project Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Project Documents or otherwise obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Architect arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface or other conditions, natural phenomena, existing pipes and other structures (surface or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid and;
 - 6. The Bidder understands that the quantities of work tabulated in this Bid or indicated in the Project Documents are only approximate and subject to increase or decrease as deemed necessary to complete the project.

- C. The undersigned, as Bidder, agrees that, if this Bid is accepted, he will contract with the Owner, as provided in the Project Documents, this Bid Form being part of said Project Documents, and that he will perform all the work and furnish all the materials apparatus, appliances, tools, supplies and all other things required by the Project Documents in the manner and within the time therein prescribed and according to the requirements therein set forth, and that he will take in full payment therefore the lump sum or unit price applicable to each item of the Work.
- D. Bidders must bid on each item included in the Contract, including Base Bid and all Alternative Bid items associated with the Project. All entries in the entire Bid must be made clearly and typed or hand-written in ink, prices must be written in both words and figures. Bidders shall insert extended item prices obtained from quantities and unit prices. In the event that there is a discrepancy between the prices in words and figures, the bid price written in words shall govern. In the event of mathematical errors in the Bid, the Bid total will be the corrected sum of: 1) the lump sum prices as bid, and 2) the product of the written unit prices as bid multiplied by the quantities stated.
- E. As a part of the Bid, the Bidder shall complete the following Itemized Bid Schedule, including in the appropriate item, all project costs associated with the item including equipment, materials, bonds, insurance policies, and other miscellaneous costs. A bid price for each item fairly reflecting the cost of that item must be provided such that the total of all items shall equal the total price bid.
- F. In submitting this Bid, it is understood that the Owner reserves the right to reject any and all bids. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days.
- G. The Undersigned, as Bidder, further agrees that for extra work, if any, performed in accordance with the terms and provisions of the Project Documents, he will accept compensation as stipulated therein in full payment for such extra work.
- H. If the Bidder is awarded the Contract for this work, the undersigned agrees to achieve a Date of Substantial Completion within as noted calendar days from Notice to Proceed, and a Date of Final Completion no later than thirty (30) calendar days from date from the Date of Substantial Completion.
- I. If the Owner shall accept this Bid by issuance of a Standard Form of Agreement Between Owner and Contractor, AIA Document A101, the Bidder will duly execute and acknowledge the Agreement and furnish the required bonds and certificates of insurance and deliver same to the Owner within ten (10) calendar days of receipt. The Owner within ten (10) calendar days of receipt of same will execute the Agreement and return to the Bidder a copy thereof.
- J. Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the bid security.

K. The Bidder, by submittal of this Bid, agrees with the Owner that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

All Bids will be submitted on the enclosed bid form. Insert language accordingly; complete in its entirety.

BIDDER REMINDER LIST

	YES	NO
Have you indicated the Project Name, and Contractor Name and on the outside of your Bid envelope?		
Have you included Base Bid amount, and all requested Alternative Bid Items as part of your Bid?		
Have you included the Material/Cost Data from Roofing Distributor/Supplier from which your proposed amounts are based on?		
Have you included Indiana State Form 52414/Form 96 (00 41 13A) as part of your Bid?		
Have you executed Affidavit Oath and Affirmation (00 41 13B) as part of your Bid?		
Have you enclosed a certified check or Bid Bond? (NOTE: Bond must be signed by Surety and Principal)		
Have you received and acknowledge all Addenda?		

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTOR'S BID MAY NOT BE ACCEPTED.

The following documents shall be submitted to the Architect by all the apparent low bidder(s) upon request within forty-eight (48) hours after the Bid opening:

- 1. Proposed List of Subcontractors, Suppliers, and Manufacturers. Refer to Exhibit 01 33 00-A.
- 2. Proposed Schedule of Values, in enough detail to facilitate continued evaluation of the Bid. Include line items for each portion of work, major equipment material cost, and each subcontract amount in excess of two percent of the Bid amount.

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

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CONTRACTOR'S BID

(To be completed for all bids. Please type or print)

BIDDER (Firm):			
FEDERAL I.D. No./ SOCI	AL SECURITY No.:		
Address		P.O. Box	
City/State/Zip:			
Telephone Number:			
Fax Number:			
Person to contact regar	ding this Bid:		
Pursuant to notices give the project:	ven, the undersigned offers to furnis	h labor and/or material necessary to compl	ete
NAME OF PROJECT	Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana		
in accordance with pla	ns and specifications prepared by:		
NAME OF ARCHITECT	DLZ Indiana, LLC 2211 East Jefferson Boulevard South Bend, IN 46615		
DATED	June 2, 2022		
For the sum as indicate	ed:		
BASE BID			
State the total lump sur	m amount for all work associated with	the base bid scope of work.	
For the total amount of	: 		
		Dollars (\$)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

CONDITIONS

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the bidding. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the owner. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

PROPOSAL TIME

Bidder agrees that this bid shall remain in force for a period of SIXTY (60) consecutive calendar days from the due date on the bid, and bids may be accepted or rejected during this period.

SCHEDULE

The undersigned bidder or agent, being duly sworn on oath, that their bid is in agreement with the project schedule as referenced in Section 00 22 13 and information available to bidders.

ANTICIPATED MOBILIZATION DATE:
ANTICIPATED DURATION (CALENDAR DAYS)
TO COMPLETE BASE BID AFTER MOBILIZATION ON SITE:
AKNOWLEDGEMENT OF ADDENDA
The undersigned acknowledges receipt of the following Addenda:
Receipt of Addenda Number(s)

PROJECT BID FORM 00 41 13 - 6

END OF SECTION 00 41 13

PART I (To be completed for all bids. Please type or print)

		Date (month, day, year):
	1.	Governmental Unit (Owner):
	2.	County :
	3.	Bidder (Firm):
		Address:
		City/State/ZIPcode:
	4.	Telephone Number:
	5.	Agent of Bidder (if applicable):
	Pι	rsuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the pub	olic '	works project of
(Gover	nme	ental Unit) in accordance with plans and specifications prepared by
		and dated for the sum of
		<u>\$</u>

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

	The above bid is ac	cepted this	day of	,, subject to the
followi	ing conditions:			
Contra	acting Authority Memb	ers:		
	(For projects of \$150	PART II 0,000 or more – IC	36-1-12-4)
	Government	al Unit:		
	Bidder (Firm)			
	Date (month)	, day, year):		
Attach	These statements to additional pages for e			with and as a part of his bid.
	, ,		PERIENCE QUEST	IONNAIRE
1.	What public works p		inization completed fo	or the period of one (1) year prior to the
	Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2.	What public works p	projects are now in pro	ocess of construction	by your organization?
	Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3.	Have you ever failed to complete any work awarded to you?	If so, where and why?
4.	List references from private firms for which you have performed work.	
	SECTION II PLAN AND EQUIPMENT QUESTIONNAIR	
l .	Explain your plan or layout for performing proposed work. (Examples could involve you could begin work, complete the project, number of workers, etc. and any obelieve would enable the governmental unit to consider your bid.)	clude a narrative of when ther information which you
	Please list the names and addresses of all subcontractors (i.e. persons or firm who have performed part of the work) that you have used on public works proj years along with a brief description of the work done by each subcontractor.	

e U a	f you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to mmediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
-	
-	
	What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
-	
_	
ŗ	Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices isted.
-	
_	

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at	this _	day c	of	
		(Name of O	,	
			rson Signing)	
	ACKNOWL	EDGEMENT		
STATE OF				
COUNTY OF) ss)			
Before me, a Notary Public, personall	y appeared the abo	ove-named		and
swore that the statements contained i	n the foregoing doc	cument are true and co	rrect.	
Subscribed and sworn to before me the	nis	day of	,	
			Notary Public	
My Commission Expires:				
County of Residence:				

PART II

(To be completed for all bids. Please type or print)

BIDDER (Firm): _	 	 	
Date:	 		

These statements to be submitted under oath by each bidder with and as a part of his bid.

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011 for contracts executed after July 1, 2012.

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Elkhart County Board of Commissioners, Goshen, Indiana is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with Elkhart County Board of Commissioners, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor/Vendor is enrolled, or agrees to enroll, in the E-Verify Program and will verify the work eligibility status of all its newly hired employees and has executed the attached Affidavit affirming that it does not knowingly employ unauthorized aliens.

CERTIFICATION REGARDING INVESTMENTS IN IRAN AFFIDAVIT

As required by Indiana Code 5-22-16.5 for contracts executed after July 1, 2012. Pursuant to Indiana Code 5-22-16.5 Elkhart County Board of Commissioners may not contract with a person who is engaged in investment activities in Iran. The undersigned, on behalf of the contractor, being first duly sworn, deposes and states the contractor is not engaged in investment activities in Iran.

AFFIDAVIT 00 41 13B - 1

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at	this	day of		
			(Name of Organization)	
Ву				
			(Title of Person Signing)	
	ACK	NOWLEDGEMENT		
STATE OF) :	ss		
COUNTY OF)			
	y Public, personally appo ments contained in the fo		ned e true and correct.	and
Subscribed and swor	n to before me this	day of		
		Notary Pub	lic	
My Commission Expi	res:			
County of Residence	·			

AFFIDAVIT 00 41 13B - 2

2261-4862-01

SECTION 00 52 13 - CONTRACTOR'S AGREEMENT FORM

AGREEMENT: The form of agreement between the Owner and the Contractor shall utilize the "Standard Form of Agreement Between Owner and Contractor" (AIA Document A101 - 2017 Edition), and "Insurance and Bonds" (AIA document A101-2017 Exhibit A) as published by the American Institute of Architects with amendments. Refer to 'Exhibit 00 52 13A' and 'Exhibit 00 52 13B' for sample documents; documents will be amended to reflect Award of Contract.

END OF SECTION 00 52 13

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

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Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Mishawaka-Penn-Harris Public Library 209 Lincolnway East Mishawaka, Indiana 46544

and the Contractor:

(Name, legal status, address and other information)

for the following Project: (Name, location and detailed description)

MPHPL Capital Improvements - 2020 General Obligation Bond Design Release 2020-1, Bid Package 1 Roof Replacement - Mishawaka Library 209 Lincolnway East Mishawaka, Indiana 46544

The Architect:

(Name, legal status, address and other information)

DLZ Indiana, LLC 2211 East Jefferson Blvd South Bend, Indiana 46615

The Owner and Contractor agree as follows.

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS EXHIBIT B PROJECT MANUAL EXHIBIT C SPECIFICATIONS

EXHIBIT D DRAWINGS

EXHIBIT E SUPPLEMENTAL AND OTHER CONDITIONS OF THE CONTRACT

EXHIBIT F CONTRACTOR'S BID

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[]	The date of this Agreement.
]]	A date set forth in a notice to proceed issued by the Owner.
]]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

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User Notes:

§ 3.3.1 achieve	Subjec Subst	antial Completion	n of the entire Work		et Documents, the Contractor shall
[]	Not later than	() calendar days f	rom the date of commence	ment of the Work.
[]	By the following	g date:		
to be co	mplete	ed prior to Substa		the entire Work, the Contra	Documents, if portions of the Work are actor shall achieve Substantial
	Portio	on of Work		Substantial Completion [Date
			achieve Substantial rth in Section 4.5.	Completion as provided in	this Section 3.3, liquidated damages, if
	ne Own		Contractor the Contr		or the Contractor's performance of the ons as provided in the Contract
§ 4.2 Al			ded in the Contract S	Sum:	
	Item			Price	
execution	on of th	nis Agreement. U	Jpon acceptance, the	ollowing alternates may be Owner shall issue a Modif t must be met for the Owne	10 0.6 C0-0.0 C0
	Item			Price	Conditions for Acceptance
-		ces, if any, include allowance.)	ded in the Contract S	Sum:	
	Item			Price	
		ces, if any: em and state the	unit price and quan	tity limitations, if any, to w	nich the unit price will be applicable.)
	Item			Units and Limitation	ns Price per Unit (\$0.00)
		ed damages, if ar	ny: r liquidated damage	s, if any.)	
§ 4.6 O	ther:				

(Inc

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

User Notes:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute	e Resolution
-----------------------	--------------

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201-2017
[]	Litigation in a court of competent jurisdiction
]]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

User Notes:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM-2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

- A. Equal Employment Opportunity, Title VI, Civil Rights Act of 1964, St. Joseph County Human Rights Ordinance, and Americans with Disabilities Act Compliance
 - a. Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.
- B. Title VI Non-Discrimination Plan.
 - a. During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees comply with the City of Mishawaka's Non-Discrimination Policy and Plan, including but not limited to following:
 - i. Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal and state programs along with City of Mishawaka Title VI Non-discrimination Plan, which are incorporated by reference and made a part of the Contract.
 - ii. Non-Discrimination: The Contractor, with regard to work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, disability, national origin, or any other protected class in the selection and retention of subcontractors, including procurement of materials and leases or equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State or Local law.
 - Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, disability, national origin or any other protected class.

User Notes:

- iv. Information and Reports: The Contractor shall provide all information and reports required by any Federal, State or local directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with any Federal State or Local law.
- v. Sanctions for Non-Compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of the Agreement, the Owner shall impose appropriate sanctions, including, but not limited to:
 - Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - Cancellation, termination, or suspension of the Contract, in whole or in part, at the sole discretion of the Owner.

C. Venue and Jurisdiction.

a. Any action on any item arising from, or relating to, this Agreement in any way if the item is not resolved in mediation shall be brought in the state courts located in St. Joseph County, Indiana. The parties hereby submit to the exclusive jurisdiction and venue of these courts

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction (*Paragraphs deleted*)
 - .4 Drawings, refer to Exhibit D

	Number	Title	Date	
.5	Specifications, refer to Exhibit C			
	Section	Title	Date	Pages
.6	Addenda, if any:			
.0	Addenda, if any:			
	Number	Date	Pages	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Bid Proposal

This Agreement entered into as of the day and year first written above.

Init.

OWNER (Signature)	CONTRACTOR (Signature)
Donna Meeks, Director (Printed name and title)	(Printed name and title)
(date)	(date)
OWNER (Signature)	
Marcia Wells, MPHPL Board President (Printed name and title)	
(date)	
ATTEST	
(Signature)	_
Joel Dendiu, MPHPL Board Attorney (Printed name and title)	
(date)	

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

THE OWNER:

(Name, legal status and address)

Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526

THE CONTRACTOR:

(Name, legal status and address)

TABLE OF ARTICLES

A.1 **GENERAL**

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

SPECIAL TERMS AND CONDITIONS A.4

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM_2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

1

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

- § A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

- § A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Contractor shall take all reasonable steps to ensure that the company or companies providing the insurance under Section A.2.3.1 consent in writing to such use as soon as reasonably practicable, as the Work is being performed in an institutional setting requiring continuous use of the facilities. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below. (Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.) [] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss. § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum [] requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project. § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of [] damage to insured property, and to expedite the permanent repair or replacement of the damaged property. § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess [] costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred. § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority [] prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance. § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage. § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the [] Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, I 1 including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)
- II § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

CONTRACTOR'S INSURANCE AND BONDS ARTICLE A.3

§ A.3.1 General

- § A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.
- § A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.
- § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One millon dollars (\$ 1,000,000.00) each occurrence, One million dollars (\$ 1,000,000.00) general aggregate, and One million dollar (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of

bodily injury or property damage arising out of completed operations; and

- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- § A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees .4 of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than one hundred thousand dollars (\$ 100,000.00) each accident, one hundred thousand dollars (\$ 100,000.00) each employee, and five hundred thousand dollars (\$ 500,000.00) policy limit.

(Paragraphs deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the [] construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance []

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: (Specify type and penal sum of bonds.)

Type

Payment Bond

Performance Bond

Penal Sum (\$0.00)

100% of contract amount

100% of contract amount

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

END OF EXHIBIT 00 52 13B

2261-4862-01

SECTION 00 61 13 - BONDS

A. <u>BID BONDS</u>

A Bid Bond will be required for this project, in the amount of ten percent (10%) of the total bid, including the greatest combination amount of Base Bid and Alternate Bid items). This bond shall be executed on AIA Document A310 (2010), or insurance company comparable form or a certified check. Refer to Exhibit 00 61 13 C for sample document.

B. PERFORMANCE AND PAYMENT BONDS

The successful bidders will be required to furnish a Contract Performance Bond and Payment Bond equivalent to 100% of the amount of said contract subsequent to award of contract and prior to signing of contract. These bonds shall be executed on AIA Document A312 (2010). Refer to Exhibit 00 61 13A and Exhibit 00 61 13B for sample document.

END OF SECTION 00 61 13

BONDS 00 61 13 - 1

2261-4862-01

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BONDS 00 61 13 - 2



Payment Bond

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SURETY:

(Name, legal status and address)

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address) **Elkhart County Board of Commissioners** 117 North Second Street Goshen, Indiana 46526

CONSTRUCTION CONTRACT

Date:

Amount: \$ Description:

(Name and location)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

Signature:

Signature:

Name and

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

AGENT or BROKER:

(FOR INFORMATION ONLY - Name, address and telephone) OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for add CONTRACTOR AS PRINCIPAL	itional signatures of ad	ded parties, other than those of SURETY	appearing on the cover page.,
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	

END OF EXHIBIT 00 61 13A

Performance Bond

-	-	 -	-		-	
				ΓO		

SURETY:

(Name, legal status and address)

(Name, legal status and principal place

OWNER:

(Name. legal status and address)

Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526

CONSTRUCTION CONTRACT

Date: Amount: \$ Description:

(Name and location)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

n	^	AI	ь
D	u	N	D

(Not earlier than Construction Contract Date)

Modifications to this Bond:

See Section 16

CONTRACTOR AS PRINCIPAL

SURETY

None

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature:

Signature: Name and

Name and

User Notes:

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for add: CONTRACTOR AS PRINCIPAL	itional signatures of ad	ded parties, other than those of SURETY	appearing on the cover page.,
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:	T.	Signature:	
Name and Title: Address:		Name and Title: Address:	
Address.		Address:	

END OF EXHIBIT 00 61 13 B

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

END OF EXHIBIT 00 61 13C

2261-4862-01

SECTION 00 62 16 - CERTIFICATE OF INSURANCE

A. GENERAL

- 1. Before the execution of the contract, the successful bidder shall submit to the Owner evidence of Insurance on ACORD Form 25-S CERTIFICATE OF INSURANCE. Refer to Exhibit 00 62 16A.
- 2. The coverage of such insurance shall not be less than the coverage indicated in Section 00 72 13 A Article 11 as amended and bound herein.
- 3. Certificates of Insurance are acceptable only if the Project name and Contractor name are clearly identified on the form itself and if the Contractor, the Owner, the Architect/Engineer, are identified as additional insureds.
- 4. THE FOLLOWING ARE ADDITIONAL INSUREDS UNDER THE GENERAL LIABILITY POLICY BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED FOR PROJECT:

OWNER: Elkhart County Board of Commissioners

117 North Second Street Goshen, Indiana 46526

ARCHITECT: DLZ Indiana, LLC

2211 East Jefferson Blvd South Bend, Indiana 46615

END OF SECTION 00 62 16

2261-4862-01

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CERTIFICATE OF LIABILITY INSURANCE

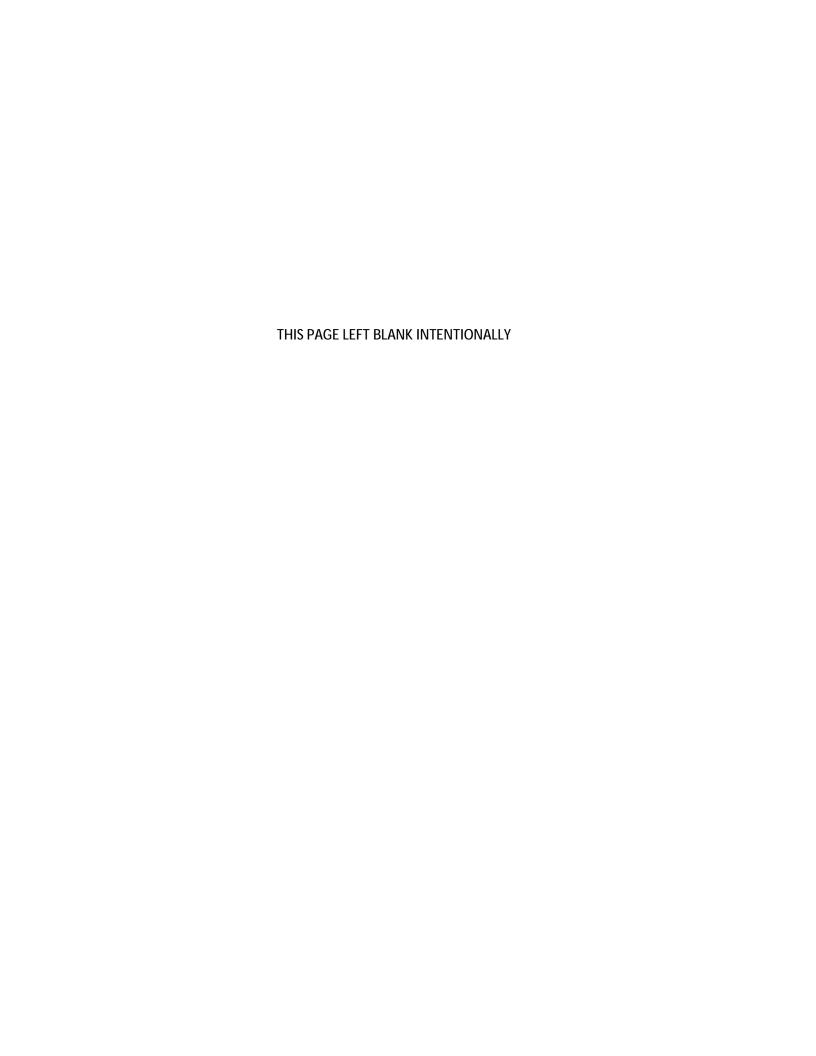
DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

				E-MAIL ADDRESS:		1 (100)	
					SURER(S) AFFOR	DING COVERAGE	NAIC#
				INSURER A:			
INSU	RED			INSURER B:			
				INSURER C :			
				INSURER D :			
				INSURER E :			
				INSURER F:			
CO	VERAGES CEF	RTIFICATE NU	MBER:			REV JON NUMBER:	
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	GENERAL LIABILITY					EACH OCCURRENCE \$	
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$	
						PERSONAL & ADV INJURY \$	
						GENERAL AGGREGATE \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$	5
	POLICY PRO- JECT LOC					S	5
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	3
	ANY AUTO					BODILY INJURY (Per person) \$	5
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	5
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	3
	122 123 123 123					\$	5
	UMBRELLA LIAB OCCI					EACH OCCURRENCE \$	5
	EXCESS LIAB LAIMS-MADE					AGGREGATE S	\$
	DED RETENTION S						5
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/ /				E.L. EACH ACCIDENT \$	3
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE S	3
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	\$
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ELES (Attach ACOR	D 101, Additional Remarks	Schedule, if more space i	s required)		
CFF	RTIFICATE HOLDER			CANCELLATION			
		-		SHOULD ANY OF	THE ABOVE D N DATE THE ITH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL BE Y PROVISIONS.	

ACORD 25 (2010/05)

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Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

SECTION 00 72 13 - GENERAL CONDITIONS - STIPULATED SUM (Single-Prime Contract)

AIA Document A201-2017 "General Conditions of the Contract for Construction" with revisions, is hereby made a part of the Contract Documents and is attached herein. See EXHIBIT '00 72 13 A', AIA Document A201-2017 (amended).

END OF SECTION 00 72 13

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

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** SAMPLE ** AIA Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

THE OWNER:

(Name, legal status and address)

Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526

THE ARCHITECT:

(Name, legal status and address)

DLZ Indiana, LLC 2211 East Jefferson Blvd South Bend, Indiana 46615

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- CONTRACTOR
- **ARCHITECT**
- SUBCONTRACTORS
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- 11 **INSURANCE AND BONDS**
- UNCOVERING AND CORRECTION OF WORK 12

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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.

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents includes the advertisement or invitation to bid, Instructions to Bidder, sample forms, other information furnished by the Owner in anticipation of receiving bids, the Contractor's bid, or portions of Addenda relating to bid 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. No asbestos-containing material shall be used within the work of this 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.

1.1.5.1 Depictions of systems and assemblies are diagrammatic, and do not indicate every offst, fitting and accessory required to avoid conflicts with other trades or for a complete installation. Contractor to coordinate installations as required to maintain headroom, access to equipment, and other specific requirements at no additional cost to the Owner.

§ 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.
- § 1.2.4 If the Contractor notifies the Architect of a perceived inconsistency among the Contract Documents, the Architect's interpretation shall prioritize the Contract Documents as follows:
 - 1. Supplemental Instructions to Bidders contained in the Project Manual 00 22 13;
 - 2. The Owner-Contractor Agreement, AIA101-2017 and A201-2017
 - 3. Addenda with those of later date having precedence over those of earlier date
 - 4. Division 01 General Requirements contained in the Project Manual
 - 5. Drawings and Specifications

§ 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 E203TM–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 E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—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, upon 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 at the time of execution of the Agreement.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to execution of the Agreement 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 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 electronic (pdf) 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 two-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.

§ 2.5.1 In the event that workers performing Work under the Agreement engage in a strike or similar work stoppage, or cease to work due to picketing or a labor dispute of any kind, the failure of the Contractor to causes those workers to resume work or provide other properly skilled workers shall be construed as neglecting to carry out the Work in accordance with the Contract documents. The Owner may therefore take action as described in Article 2.5.

§ 2.5.2 The Contractor's inability or failure to provide sufficient resources in the form of materials, tools, or equipment to properly maintain the project schedule shall be construed as neglecting to carry out the Work in accordance with the Contract Documents. The Owner may therefore take action as described in Article 2.5.

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

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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.
 - .1 All workers will be subject to criminal background checks.
 - .2 If the results of a criminal background check are determined to be unacceptable (conviction of a felony offense constitutes unacceptability) by the Owner, that worker will be removed and replaced at no additional cost to the Owner.
 - .3 Strict discipline and good order shall include: no fighting, no possession or use of drugs, no possession or use of alcohol, no use of tobacco products and no profane language at the Site. The Owner shall have the authority to require a Contractor to have non-compliant workers removed from the Site.
- § 3.4.4 Equal Employment and NonDiscrimination. During the performance of this Contract, the Contractor shall maintain the following policies of employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or any other legally protected class. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.
- § 3.4.5 The Contractor Title VI, Civil Rights Act of 1964, St. Joseph County Human Rights Ordinance, and Americans with Disabilities Act Compliance: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:
 - .1 Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal and state programs along with St. Joseph County's Human Rights Ordinance, which are incorporated by reference and made a part of the Contract.
 - .2 Non-Discrimination: The Contractor, with regard to work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, disability, national origin, or any other protected class in the selection and retention of subcontractors, including procurement of materials and leases or equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State or Local law.
 - .3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor

- or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, disability, national origin or any other protected class.
- .4 Information and Reports: The Contractor shall provide all information and reports required by any Federal, State or local directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with any Federal State or Local law.
- .5 Sanctions for Non-Compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of the Agreement, the Owner shall impose appropriate sanctions, including, but not limited to:
 - (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies,
 - (ii) Cancellation, termination, or suspension of the Contract, in whole or in part, at the sole discretion of the Owner.
- § 3.4.6 During the duration of the COVID-19 restrictions, Contractors will be required to provide the Owner and Architect with a COVID 19 Exposure Prevention, Preparedness and Response Plan and keep it on site during construction activities. Such plan shall be submitted to the Owner for review within two days of execution of Agreement. It shall include, but is not limited to the following:
 - .1 Responsibilities of Managers and Supervisors
 - .2 Responsibilities of Employees
 - .3 Job Site Protective Measures
 - .4 Job Site Cleaning and Disinfecting
 - .5 Job Exposure Situations
 - .6 Statement of "Essential" Industry
 - .7Confidentiality/Privacy Statement
 - .8 Contact information for general questions

Contractor shall conduct daily screen of workforce. Any worker found to be in non-compliance shall be removed from the Site.

In addition to the foregoing, the Contractor will comply with any and all requirements Owner may have regarding the use of personal protective equipment ("PPE") and other COVID-19 precautions while at the Site.

§ 3.4.6 Contractors who are signatory to any union agreement shall observe all established union rules and regulations, and shall cooperate with the labor union officials toward eliminating and/or settlement of all labor disputes, in order to maintain Project Schedule.

§ 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.
- § 3.5.3 Specific warranties and bonds called for in the Contract Documents, in addition to that falling under the general warranty as set forth in the General Conditions, shall be furnished in accordance with the requirements of the Specifications.

- § 3.5.4 Unless longer periods are identified in individual product Specifications, the Contractor hereby warrants all Work performed under the Agreement for a period of two (2) years following the date of Substantial Completion, as issued by the Architect.
- § 3.5.5 The Contractor hereby agrees to remedy any defect within the Work, due to faults in either the product or its installation, to the Owner and Architect's satisfaction. Corrective action, including costs associated with repairing all Work affected by the defect, shall be completed at the Contractor's expense within fourteen (14) days after the Contractor has received notification of the defect from the Owner.

§ 3.6 Taxes

- § 3.6.1 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.
- § 3.6.2 In accordance with the Indiana Gross Income Tax Act, as amended, the Owner is a Withholding Agent for the payment of Indiana Gross Income Tax on Contracts with the Owner. As a Withholding Agent, the Owner is required to withhold from non-resident Contractors the Indiana Gross Income Tax. A non-resident Contractor does not include a Contractor that is a corporation organized under laws of states other than the State of Indiana but which is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.
- § 3.6.3 Materials and properties purchased by contracts with the Owner that become a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). A General Exemption Certificate must be filed with the vendor by the Contractor for exemption from payment of the tax on the exempt materials and properties purchased.
- § 3.6.4 If the Contractor is an out-of-state corporation, it shall furnish to the Owner, in his bid proposal, a certificate from the Secretary of State of Indiana as evidence that the Corporation is registered and authorized to transact business in the State of Indiana.

§ 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 bonds, 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.
- § 3.7.1.1 The Owner shall provide the Construction Design Release and associated filing fees, where applicable
- § 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,
 - 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. except when installation is specified as part of the Allowance in Division 01 General Requirements.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.4 Additional provisions pertaining to cash allowances are included in Division 01, General Requirements.

§ 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.
 - .1 The Contractor's superintendent shall be acceptable to the Owner and Architect and shall not be changed without the approval of the Owner and Architect, unless the superintendent ceases to be in the Contractor's employment.
- § 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

- § 3.11.1 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.
- § 3.11.2 Additional provisions pertaining to Project Record Documents are included in Division 01, General Requirements.

§ 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.
- § 3.12.1.1 Contractor shall submit safety data sheets on all material, equipment and products incorporated into the Work, including certification that no asbestos containing materials have been installed in 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 review 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 review 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.
- § 3.12.11 When a material or product is specified or referenced only by ASTM or similar standard, the Contractor may select any compliant material or product.
- § 3.12.12 The term 'or Approved Equal', or any other term that requires or implies approval, requires submittal of the proposed item in accordance with Article 3.12.
- § 3.12.13 When only one product or manufacturer is specified, this is the Basis of Design. Proposed substitutions require review and approval in accordance with Section 016200 'Product Options'.
- § 3.12.14 Additional provisions pertaining to Shop Drawings, Product Data and Samples are included in Division 01, General Requirements, and more specifically, Section 016200 'Product Options'.

§ 3.13 Use of Site

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 Use of the Site restricted to Owner approval and as outlined in the Contract Documents.

§ 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.
- § 3.14.3 Additional provisions pertaining to Cutting and Patching are included in Division 01, General Requirements.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall, on a daily basis, 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. The cost of cleaning up shall be included in the Contractor's Bid.
- § 3.15.1.1 Tools, equipment and materials shall be stored in a neat and orderly fashion to promote safety and not delay the work of other Contractors. Additionally, Contractor shall comply with all requirements of the Correctional Facilities Guidelines Information for Contractors contained in the Project Manual at Exhibit 01 35 13.16A.
- § 3.15.2 If the Contractor fails to clean up daily and as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.
- § 3.15.3 Coordinate acceptable locations for dumpsters with the Owner prior to placement. This area shall be maintained in a neat and orderly fashion at all times.
- § 3.15.4 Additional provisions pertaining to cleaning up are included in Division 01, General Requirements.

§ 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 and Subcontractors (hereinafter Indemnitors) shall indemnify and hold harmless, and defend at its own expense, the Owner, Architect, Architect's consultants, and agents and employees of any of them, and any other person or entity for whom any of them may be legally responsible (herein

after Indemnitees) from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from or are related to, or are alleged to arise out of, result from or relate to performance of the Work, including all liability for damages, loss, costs, expenses, and claims including death, damage to property, damages to any Indemnitee or Indemnitor or its employees, servants, and agents, whether based upon, or claimed to be based upon statutory, contractual, tort, or other liability of any Indemnitee whether or not caused, or alleged to be caused in whole or in part by the joint or several negligence (but not sole negligence) of contract, breach of warranty, strict liability of other breach of duty by any Indemnitee. In the event more than one Indemnitor is responsible, or alleged to be responsible, in respect to an accident or occurance covered by this Indemnification, then all of such Indemnitors shall be jointly and severally responsible to the Indemnitees for Indemnification, and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

- § 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.
- § 3.18.3 The Contractor is solely responsible for all citations and penalties arising out of, or resulting from, the performance of the Work.
- § 3.18.4 The Contractor shall indemnify and hold harmless the Owner and Architect, and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of such Occupational Safety and Health Act violations and other applicable ordinances, rules and regulations.

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.

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User Notes:

§ 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, within two days of request from the Architect, shall in writing 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. The list shall include complete names, addresses, and contact information. 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
 - 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.
- § 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:
 - .1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the material and labor cost
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractors and/or Suppliers, five percent (5%) of the amount due the Subcontractor.
 - .3 For each Subcontractor involved, for Work performed by the Subcontractor's own forces fifteen percent (15%) of the cost.
 - .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor
 - 5 Overhead and profit includes compensation to cover the cost of supervision, bonds, profit, insurance, fringe benefits, and all other general expense. The fee shall not include depreciation of machinery and/or tools.
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts per Section 01 26 00. Labor and materials shall be itemized in the manner prescribed prescribed. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.
- § 7.1.5 In the event that mutually agreed upon costs for labor and material changes are accepted and the associated costs are deducted from an established Construction Allowance, premiums for Bonds and Insurance shall be excluded.

§ 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.
- § 7.2.2 A Contractor's Request for Change Order shall be prepared in accordance with Article 7.3.3

§ 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 itemized as follows:
 - .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 for the time attributed to additional Work resulting from the change;
 - .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.
- § 7.3.11 For Change Orders that result in a net deduction that are not signed by the Contractor, the Owner will hold funds equal to the deduction until signed.

§ 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.
 - .1 Timely performance is an express condition of the Contract, and any delay in the Contractor's performance may excuse the Owner from his obligation to perform. Failure to abide by the time condition may be treated as a breach of contract and entitle Owner to liquidated damages.
- § 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.
- § 8.2.4 The Contractor shall furnish labor (including overtime), materials, equipment, temporary heated enclosures, and similar measures as required during construction to ensure work progresses in accordance with the established project schedule. If either the Owner or Architect deems the progress of the work has fallen substantially behind the established project schedule, the Contractor shall take such steps as necessary to expedite the work. Failure of the Contractor to progress the Work in accordance with the project schedule shall be grounds for the Owner to correct such deficiencies in accordance with Article 2.4.

§ 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, or unavoidable casualties, or 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 litigation; or delay material production and delivery and associated labor for installation of said product due to COVID-19; or (6) 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.
- § 8.3.1.1 The Contractor shall not be allowed to claim weather delays for those days the U.S. National Climatic Data Center (NCDC) reports as the average number of days per month of inclement weather for the closest reporting station to the Project Site. The Contractor shall take this number of days and the Project Schedule into account when preparing their bid proposal. Historical data for all areas may be obtained from the NCDC at: www.ncdc.noaa.gov. The Contractor shall include an NCDC report, including information at the time of bidding as well as when the delay occurred, with any delay Claim filed that is related to weather.
- § 8.3.1.2 The Contractor shall not be allowed to claim weather delays unless inclement weather affects a specific 'critical path' construction activity. The Contractor shall account for measures to accommodate inclement weather in their bid proposal as required to maintain the Project Schedule.
- § 8.3.1.3 Approved delay claims related to weather shall grant the Contractor an extension of the Contract Time only; no adjustments shall be made to the Contract Amount.
- § 8.3.1.4 If material production and delivery and associated labor for installation of said product is delayed due to COVID-19, this delay shall be deemed to have been reasonably foreseeable by Contractor and no extension of the Contract Time will be granted. Contractor is expected to have factored in this possibility in its proposal.

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.
- § 9.3.1.3 Additional provisions for Applications for Payment are included in Section 012900 of the Project Manual.
- § 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.
- § 9.3.2.1 Notify the Architect, in writing, prior to requesting payment for materials stored off-site. Notifications shall include the following:
 - .1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site;
 - .2 Certification that all items have been tagged for delivery to the project and that they will not be used for any other purpose;
 - .3 A letter from the bonding company indicating agreement to the arrangements and that payment to the contractor shall not relieve either party of their responsibility to complete the facility;
 - .4 Evidence of adequate insurance covering the material in storage; and
 - .5 Any costs incurred by the Architect to inspect material in off-site storage outside a 25 mile limit of the project site shall be paid by the Contractor.
- § 9.3.2.2 When partial payment is approved for material delivered to the site of the work or in the vicinity thereof or under the possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at their own expense until those materials are properly incorporated into the Work.
- § 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.
 - .1 The Contractor shall submit a Partial Lien Waiver on AIA Document G706 Application for Payment. Document G706 shall be modified so it applies to Progress Payments instead of Final Payments.
- § 9.3.4 Until the work is fifty percent (50%) complete, the Owner will pay ninety percent (90%) of the amount due to the contractor on account of progress payments. Thereafter, retainage may be reduced to five percent (5%). The Contractor must submit a Consent of Surety (AIA For G707A), authorizing the retainage to be reduced. The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory or if the surety revokes its consent or for other good and sufficient reasons.

§ 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;
- 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.
- .8 non-compliance with the "Reasonable Pricing of Steel Compliance Law" (Indiana Code 5-16-8-1 through and inclusive Indiana Code 5-16-8-5, 1981).
- § 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.
- § 9.6.9 For contracts totaling two hundred thousand dollars (\$200,000.00) or more, at the discretion of the Contractor, retainage shall be held by the Owner or shall be placed in an escrow account with a bank, savings and loan institution, or the state as the escrow agent. The escrow agent shall be selected by mutual agreement between Owner and Contractor or Contractor and Subcontractor under a written agreement among the bank or savings and loan institution. The establishing of the escrow account shall be in compliance with the requirements of Indiana Code 36-1-12-14 and as follows:
 - .1 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.
 - 2 The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent.
 - .3 The escrow agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor, or the Contractor and the Subcontractor, specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice.
 - .4 The escrow agent shall be compensated for the agent's services. The parties may agree on a reasonable fee comparable with fees being charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrowed income.
 - .5 When the work has been fully completed in a manner acceptable to the Owner and Architect, and the Architect has issued a final Certificate for Payment, the escrow agent shall pay the Contractor the full amount of funds in the account.

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.6 See Section 9.10 - Final Completion and Final Payment, for provisions of retainage in escrow and final payment.

§ 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.
 - .1 If, during the course of the Architect's inspection, the Architect discovers that the Contractor's list is deficient, or fails to include a substantial number of items requiring correction or completion, the Architect may stop their inspection and return the list to the Contractor with instructions to prepare a revised list accurately reflecting the actual conditions of the Work. Upon making such a discovery, the Architect shall have no further duty to inspect until a corrected list is received from the Contractor. Under such circumstances, the Contractor shall promptly prepare a corrected comprehensive list of items to be corrected or completed, or complete all deficient work not included on the Contractor's list before requesting a re-inspection.
- § 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.
- § 9.10.2.1 The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made.
- § 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.
- § 9.10.6 Final Payment, including all escrowed principal and escrowed income, shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to 200% of the value of each item as determined by Architect shall be withheld until said item or items are completed. The cost of the review estimate and other efforts necessary to establish the value of the incomplete work will be deducted from the remaining funds owed to the Contractor.
 - .1 Actions against a surety on a performance bond must be brought within one (1) year after the date of the Owner's final settlement with the Contractor.
- § 9.11 Operation and Maintenance manual completion is a prerequisite for reduction of retainage when the contract is 90% complete. Exceptions may granted for balancing reports and certain warranties which are to be supplied within 30 days of Substantial Completion.
- § 9.12 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner all sums incurred and attributable to remedial action performed by the Owner under Article 2.4 to complete the Work.

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.

§ 10.1.1 Each Contractor is responsible for coordination and implementation of their safety program within the safety and health standards for construction as set forth in the Federal Register publication for the Occupational Safety and Health Administration (OSHA), Department of Labor, titled Bureau of Labor Standards "Safety and Health Regulations for Construction", and any state or local regulations or codes governing or providing for the safety and health of employees and the general public. This includes all OSHA safety requirements for the specific type of work or condition built by the Contractor. All Contractors shall perform their own safety inspections.

§ 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.
 - All work, materials, apparatus and fixtures, which may be affected by weather (rain, winds, storms, frost and heat).
 - Excavated banks, trenches and/or the building from damage from rainwater, spring water, groundwater, backing up of drains of sewers and all other water admitted to the work by their operation. The Contractor shall provide all pumps and other equipment and enclosures to provide this protection. In the case of any work involving a trench greater than five feet in depth, IOSHA regulations shall prevail (IC.36-1-12-20).
 - Any portion of the work or the section of the facilities containing the Work from excessive wind forces. At all times during the construction and/or erection of the project and/or its component parts, each Contractor shall provide, install and maintain properly designed and constructed temporary bracing of adequate strength to prevent dislocation, distorting, cracking, failing of, or any other damage to their work on the project and/or its component parts.

- § 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.
- § 10.2.3.1 Additional protection shall be taken when (1) utilities cross existing streets, drives, lawn, shrubs, etc., to repair or replace to original conditions as approved by Owner and Architect. In streets, roads and highways, work to be as directed by City Engineer, County or State Highway Department having jurisdiction.
- § 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.
- § 10.2.4.1 Obtain approval of the Owner, in writing, for each specific occurrence prior to use or storage.
- § 10.2.4.2 The Contractor shall have their Hazard Communication Program in effect with all personnel working on the project. All Safety Data Sheets shall be maintained and current as required by law
- § 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.
- § 10.2.5.1 Should the Contractor fail to remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to property referenced in Provision 10.2.5 within two days of notice, the Owner shall have the right to remedy the situation; the cost thereof will be deducted from the Contractor's contract.
- § 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 with ratings of no less than A as determined by A.M. Best Company licensed to do business in the state where the project is located and to which the Owner has no reasonable objection and is 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 Contractor's insurance will be in the amounts that will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed including private entities work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation at the same limits specified for mandatory coverage for the duration of the project;
 - .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statue from the requirements of Clause 11.1.1.1, but required by the Contract Documents to provide the insurance required by the Clause;
 - .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - .4 Claims for damages insured by usual personal injury liability coverage;
 - .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - .7 Claims for bodily injury or property damage arising out of completed operations; and
 - .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- § 11.1.5 Liability Insurance shall include all major divisions of coverage and be a comprehensive basis including:
 - .1 Premises Operations (including X, C and U coverage as applicable).
 - .2 Independent Contractor's Protective.
 - .3 Products and Completed Operations.
 - .4 Personal Injury Liability with Employment Exclusion deleted.
 - .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage, including Completed Operations.
- § 11.1.6 If the General Liability coverages are provided by a Commercial General Liability Policy on a Claims-Made basis, the policy date or Retroactive Date shall pre-date the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- § 11.1.7 Before starting work, the Contractor shall furnish to the Owner, through the Architect, duly executed certificates of all required insurance on the latest edition of AIA Form G705 or on an ACCORD Form 25 or 255 current edition. The certificates shall also state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Owner with a copy to the Architect/Engineer. All policies shall be written specifically for this project, with the name of the project and additional insured(s) on said policies.
- § 11.1.8 It shall be the Contractor's responsibility to provide the Architect with written certification of renewal of insurance in sufficient time no later than fifteen (15) days prior to policy expiration date. The Contractor shall provide the Architect with a copy of said renewal certification. Allowing the insurance to expire is a breach of contract on the part of the Contractor and shall be grounds to immediately stop the work by direction of the Owner. No work shall proceed until renewal insurance has been reviewed and approved by the Architect. The Contractor will be liable to make up the lost time and for any expenses incurred by others due to mandated work stoppages.
- § 11.1.9 All insurance required under this Article 11 shall remain in effect for a period of one (1) year from date of Substantial Completion. The Owner, and Architect shall be as named additional insureds on all liability policies.

§ 11.1.10 Prior to the commencement of any work and prior to the performance of any service, the Contractor shall procure and pay for the following insurance coverage's, and the Contractor shall maintain them in force after his work is completed and accepted for final payment and throughout the warranty period. The insurers and policies shall be subject to the Owner's approval.

§ 11.1.11 Workmen's Compensation

- .1 Statutory Workmen's Compensation and Occupational Disease Insurance with all elective employment's covered and all excluded employment covered on a voluntary basis where permissible.
- .2 The Workmen's Compensation policy shall contain the following endorsement, unless specifically prohibited by compensation insurance authorities having jurisdiction:

Whereas, Contractor may undertake to perform work for the Owner; and whereas said Owner may exercise some degree of jurisdiction or control over the employees of Contractor engaged in such work, it is agreed that, subject to the conditions and limitations of this policy, said Owner is named as an additional insured employer under this policy, buy only with respect to employees of Contractor whose names appear on the payroll records of Contractor while performing such work for said company.

§ 11.1.12 Bodily Injury and Property Damage Liability

- .1 The liability policy shall be on a comprehensive liability form and shall include, but not be limited to, coverage for all operations of the Contractor, including automobile, premises, contractual liability, completed operations liability, Contractor's protective liability and contingent liability for the operations of subcontractors.
- .2 The Contractor shall effect and maintain insurance covering himself or his agents, the Owner or its assignee, the Architect and their consultants against all claims, demands or actions arising under the Indiana Workmen's Compensation Law against all other claims, demands or actions for injury to, or death of, persons and damage to property, and will furnish the Owner with certificates showing the following coverage is in complete satisfaction to the Owner.
 - .1 Worker's Compensation Insurance, Occupational Disease Insurance and Employer's Liability Insurance for all employees engaged in the work under this agreement.
 - .2 Comprehensive General Liability Insurance, including Contractor's protective Liability, Completed Operations, Blanket Contractual and Personal Injury Liability, and Coverage as Respects the Explosion, Collapse, and Underground Hazards:

a) Bodily Injury:

\$1,000,000 Each Occurrence

b) Property Damage:

\$300,000 Each Occurrence Min. \$900,000 Aggregate

- c) Products and Completed Operations to be maintained for two years after final payment.
- d) Property Damage Liability Insurance shall include completed operations:
- .3 Contractual Liability (Included in No. 2)
- 4 Business Auto Liability (including owned, non-owned and hired vehicles):

a) Bodily Injury

\$500,000 Each Person

b) Property Damage:

\$100,000 Each Occurrence

.5 Umbrella Excess Liability:

- a) Over Primary Insurance \$5,000,000
- .6 In addition to the limits specified herein, the policy shall also include the following endorsements to the "Owners' and Contractors' Protective Liability Insurance.
 - a) Whenever used in this policy, the term "named insured" shall include St. Joseph County, IN, it's members and employees.
 - b) Wherever used in this policy, the term "general supervision" shall include on-site inspection, field engineering, field testing, and activities incidental thereto.
- § 11.1.13 Indemnification: See Article 3.18 'Indemnification' on Page 6 of AIA Document A201, "General Conditions of the Contract for Construction", 2007 edition
- § 11.1.14 The policy of insurance referred to above shall contain the following endorsement:

It is further understood and agreed that the coverage of this policy shall not be canceled or reduced by the company until the company has mailed written notice to Owner stating when, but in no case less than thirty (30) days thereafter, such cancellation or reduction in coverage shall be effective.

The Contractor shall indemnify and hold harmless, the Owner or assignee, the Architect and their agents and employees in accord with Article 3.18, "Indemnification" of the General Conditions of the Contract for Construction, AIA Document A201, 2007 edition.

The policy provided by the Contractor shall provide coverage for the professional acts of that Contractor.

For the duration of this Contract, Contractor shall maintain Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles. Contractor shall require subcontractors to provide Comprehensive Automobile Liability Insurance with same minimum limits.

Contractor shall not commence work at the site under this Contract until he has obtained all required insurance, and until such insurance has been approved by the Owner and Architect. The Contractor shall not allow any subcontractor to commence work until all insurance required has been obtained and approved. Approval of the insurance, by the Owner and Architect, shall not relieve or decrease the liability of the Contractor hereunder. Certificates of Insurance shall be filed with the Owner and Architect prior to commencing work.

The Contractor shall be responsible for his subcontractors required insurance prior to commencing work.

Proof of Carriage: The Contractor shall furnish the Owner and Architect with satisfactory proof of carriage of the insurance required. Contractor shall furnish to Owner and Architect certificates issued by the Industrial Board of the State of Indiana (Form Number 19 and 105) as proof of compliance with Workmen's Compensation and Occupational Disease Insurance as provided under the Laws of the State of Indiana. No work shall be started by either Contractor or Subcontractor until such certificates are delivered. Owner reserves the right to stop work in all cases where such renewal certificates and insurance policies are not delivered to Owner prior to the expiration date shown on the policies and/or certificates.

All Contractors' insurance policies shall name the Owner and/or its representatives or assignees, the St. Josph County Sheriff's Department, the Architect/Engineer as additional insureds, and shall deliver evidence of such insurance to the Owner.

§ 11.1.15 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or

replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

- § 11.1.15.1 If this insurance is written on the comprehensive General Liability policy form, the Certificates shall be AIA Document G70-5, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable.
- § 11.1.15.2 It shall be the Contractor's responsibility to provide the Owner with written certification of renewal of insurance in sufficient time so as to be in possession of the Owner no later than fifteen (15) days prior to policy expiration date. The Contractor shall provide the Architect with a copy of said renewal certification. Allowing the insurance to expire becomes negligence on the part of the Contractor and shall be grounds to immediately stop the Work by direction of the Owner. No work shall proceed until renewal insurance has been reviewed and approved by the Owner.
- § 11.1.15.3 All insurance required under this Article 11 shall remain in effect for a period of one (1) year from date of Substantial Completion, unless required to be in effect for longer pursuant to this Article 11. The Owner and Architect shall be as named additional insured.
- § 11.1.16 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.
- § 11.1.17 Furnish one copy of the certificate for each copy of the Owner-Contractor Agreement. Specifically set forth evidence of all insurance required of the Contractor by this Article 11. The form of the certificate shall be AIA Document G705, ACORD Form 25 or Form 25S, current edition. Furnish copies of any endorsements that are subsequently issued amending coverage or limits.
- § 11.1.17.1 The "Certificate Holder" shall be listed as the Mishawaka Penn Harris Public Library, St. Joseph County, Indiana Board of Trustees.
- § 11.1.18 The Contractor's owned, leased, hired and/or borrowed equipment, supplies, and materials stored on or off site, and tools, not forming a part of or incorporated into the Work, are not covered by the Owner's Builders Risk Insurance. The Contractor, lender, or other type of owner of said mentioned equipment, shall not have claim against the Owner of this project, for any reason whatsoever, for loss of such equipment mentioned above which is used on this project.
- § 11.1.19 In addition to the limits specified herein, the policy shall also include the following endorsement to the Owner's and Contractors' Protective Liability Insurance:
 - .1 Wherever used in this policy, the term "Insured" shall include the Owner and Architect
 - .2 Wherever used in this policy, the term "General Supervision" shall include on-site inspection, field engineering, field testing and activities incidental thereto.
- § 11.1.20 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 Builder's All Risk The Owner shall purchase and maintain Builders Risk Property Insurance upon the entire Work at the site for One Hundred (100%) percent of the full value thereof.

Said insurance shall cover the building under construction and all materials which are incorporated into the work. The Owner and Contractors waive all rights against each other for damages caused by the perils covered by such insurance.

Equipment of the Contractors and materials, which are not yet incorporated into the building, will not be insured by the Owner.

Furthermore, it is the Contractor's responsibility to insure himself against those claims for theft, vandalism and other such items which are not contained in the Owner's Builder's Risk Policy. Each Contractor shall insure himself against claims for the theft and vandalism of his materials and equipment stored on the site in trailers, buildings, etc., which are not yet a permanent part of the work.

§ 11.2.3 LOSS OF USE INSURANCE

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

- § 11.2.4 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.
- § 11.2.5 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 the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Architect, Engineer, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

- § 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
- § 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.
- § 11.5.3 The Owner as Trustee, shall have the power to adjust and settle any loss with the insurers.
- § 11.5.4 This coverage shall not be terminated until final payment to the Contractor or occupancy. The insurance company and/or Owner shall give ten (10) days written notice to the Architect, and Contractors prior to termination of policies provided under the provisions of Property Insurance.

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.
- § 12.2.6 If any Subcontractor chooses to use any system, equipment, facilities, or services which have been installed into the building as a permanent part thereof by any other Contractor, said Contractor shall assume full responsibility for damage to said system, equipment, facilities, or services and shall make such arrangements with the installing Subcontractor as are necessary, so that in no case the performance for the period mentioned above shall be jeopardized as a result of such use; and said use can be implemented only after written approval is given by the Architect.

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§ 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. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner. Owner may assign, in whole or in part, the Contract without written consent of the Contractor.
- § 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.

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- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- § 13.4.7 All equipment shall be inspected and tested under operating conditions. The Architect and/or Owner reserve the right to be present at said testing. Contractor shall give the Architect and/or Owner at least forty-eight (48) hours advance notice by telephone prior to scheduling said tests and operations. If inspection or tests show defects, they shall be corrected and inspections and tests repeated until proven satisfactory. Neither the observations of the Architect in administration of the Contract, nor inspections, tests or approvals persons other than the Contractor, shall relieve the Contractor from obligations to perform the work in accordance with the Contract Documents.

§ 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 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;

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- .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
- 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:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - Accept assignment of subcontracts pursuant to Section 5.4; and .2
 - .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, the escrowed principal and escrowed income paid (if applicable) to the Owner pursuant to subparagraph 14.2.1 and 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
 - 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
 - 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;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party 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 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. In the case of continuing delay, the claim along with estimated associated costs must be updated weekly and submitted to the Architect for the duration of the delay.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.1.7 The Contractor causing damage to the work of another Contractor shall be responsible for the repair or replacement of such damaged work.

§ 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 Any claim arising out of or related to the Contract shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Work and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers and fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.
- § 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.

(Paragraphs deleted)

§ 15.3.5 Any action on any item arising from, or relating to, this Agreement in any way if the item is not resolved in mediation shall be brought in the state courts located in St. Joseph County, Indiana. The parties hereby submit to the exclusive jurisdiction and venue of these courts.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Either party, at its sole discretion, may consolidate litigation conducted under this Agreement with any other litigation to which it is a party provided that (1) the litigation agreement governing the other litigation permits consolidation, (2) the litigation to be consolidated substantially involve common questions of law or fact, and (3) the litigation employ materially similar procedural rules and methods for selecting litigator(s)s).
- § 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in litigation, provided that the party sought to be joined consents in writing to such joinder. Consent to litigation involving an additional person or entity shall not constitute consent to litigation 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 litigation conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

§ 16. PERFORMANCE BOND AND PAYMENT BOND

- § 16.1 Each contractor to whom awards are made shall furnish a Contract Performance Bond and Labor and Material Payment Bond within ten (10) days after official notice of the Contract by the Owner. The bonding and surety company must be approved or licensed to transact a fidelity and surety business in the state in which this Project is located and, further, shall be listed in the latest edition of the U.S. Federal Register, Department of Treasury, Bureau of Accounts.
- § 16.2 Said Contract Performance Bond and Labor and Material Payment Bond shall be in an amount at least equal to One Hundred Percent (100%) of the Contract Amount as security for:
 - .1 The faithful performance of all provisions of the Contract and satisfactory completion of the work included thereunder.
 - .2 The payment of all persons performing labor and furnishing materials in connection with the Contract.
 - .3 The covering of all guarantees included herein.
- § 16.3 The Contractor shall deliver the required bonds including Subcontractor's Bonds to the Owner not later than three days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- § 16.4 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.
- § 16.5 The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the contract. The Owner or Architect shall not be responsible for any costs associated with securing the bond should the project be canceled prior to contracts being fully executed.
 - .1 Said bonds shall remain in full force and effect, during the life of the contract and for a period of at least twenty-four (24) months after the date of final completion and Owner's acceptance of the work provided under the Contractor's contract. Should the Contractor's bonding company default, the Contractor will be responsible for securing a new bond within fourteen (14) calendar days.
 - .2 Contractor shall keep his Bonding Company informed of any and all changes in amount of his contract with the Owner and shall furnish the Architect with copies of all notices of such changes upon request.
- § 16.6 Performance Bond and Labor and Material Payment Bond shall be executed by a surety acceptable to the Owner on the edition of AIA Documents A311/A312 current as of the date of the award of the Contract.
- § 16.7 The Contractor shall use as a Surety for the applicable bond one of the acceptable companies determined strictly in accordance with the following: Insurance and Surety companies shall be deemed qualified and acceptable to the Owner's Legal Counsel, in connection with Contractor bonding and insurance requirements under said Contracts only if such companies have a Policy Holders Rating of "A", a financial category not less than Class X and that the bond furnished is furnished by one of the aforesaid qualified Sureties who is listed in the Department of Treasury Circular 570; 2020 Revision with an underwriting limitation of not less than \$60,000,000 and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner
- § 16.7.1 The Contractor shall deliver the required bonds to the Owner prior to the date of execution of the contract and fourteen (14) days prior to the date set for bond closing. The Owner and/or Architect shall not be responsible for any costs associated with securing the bond should the project be canceled prior to contracts being fully executed.
- § 16.7.2 Said bonds shall remain in full force and effect during the life of this contract and for a period of at least (twenty-four) 24 months after the date of final completion of the contract. Should the Contractor's bonding company give notice of cancellation, the Contractor will be responsible for securing a new bond prior to termination.
- § 16.7.3 Performance Bond and labor and Material Payment Bond shall be security for the following:

- .1 The faithful performance of all provisions of the Contract and satisfactory completion of the work included thereunder.
- .2 The payment of all persons performing labor and furnishing materials in connection with the Contract.
- .3 The covering of all guarantees included herein.
- .4 In addition to the paragraphs above, this Bond shall guarantee the Owner for a period of one (1) years after the date of acceptance of the work by the Owner that all workmanship and materials performed and furnished as part of this Contract are in accordance with the Drawings and Specifications, and that the Contractor shall remove any defects due to faulty workmanship and/or materials that shall appear within the guarantee period.

END OF GENERAL CONDITIONS

User Notes:

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01 26 13	REQUESTS FOR INTERPRETATION
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	Exhibit 01 29 00 A_ AIA DOCUMENT G702 (Application and Certificate for Payment)
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SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

A. Project Identification: Elkhart County Courthouse

West Stair Reconstruction

Goshen, Indiana

B. Location: Elkhart County Courthouse

111 East Jefferson Street Goshen, Indiana 46526

C. Owner: Elkhart County Board of Commissioners

117 North Second Street Goshen, Indiana 46526

D. Architect: DLZ Indiana, LLC

2211 E. Jefferson Blvd. South Bend, Indiana 46615

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Remove the stone steps, stone landing, support steel, pipe hangers, and deteriorated brick.
 - 2. Remove deteriorated masonry and reconstruct brick support walls.
 - 3. Install new support steel angles. Support steel should be either galvanized or stainless steel.
 - 4. Reinstall existing steps and landing. Apply backer rod and sealant at all joints. Reinstall handrails.
 - a. It is assumed that approximately 5% of the stairs may need to be replaced.
 - 5. Pipe supports to be reinstalled to be self-supporting from tunnel floor slab and not hung from the stone steps.
 - 6. Clean all stone surfaces including stone piers that flank the stairs.
 - 7. Install/reinstall absent decorative light pole/fixture at piers to align with original construction.
 - 8. A breathable stone sealer should be applied to the stone to protect them from moisture and salts.
 - 9. Additional work as noted with contract documents.

B. Type of Contract:

1. The Work for will be constructed under a single prime contract with lump-sum amount.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to the areas of the building to areas of work activities. At grade storage of material is available and shall be coordinated with owner..
 - 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. Material Delivery and Disposal of Removed items: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- c. Schedule deliveries and disposal between 7:00 am and 12:00 pm, Monday through Friday.
 - 1) Protect all existing conditions and construction during delivery and disposal activities.
- d. Contractor to provide dumpster for construction debris. Use of Owner's dumpster is prohibited.
- e. Protect public access to the north, south and east portions of the site to maintain a safe condition.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: The building will remain open to the Public throughout the duration of construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
 - 3. IF REQUIRED, SHUT DOWN OF EXISTING SYSTEMS SHALL BE PERFORMED IN A LOGICAL AND ORDERLY MANNER TO MINIMIZE DISRUPTION.
 - a. Shut down of heating/cooling system may last no more than a 48-hour continuous period at any one time.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than seven days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect and Owner not less than seven days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
 - 3. Activities on adjacent to public areas shall be coordinate to minimize disruption of activities below. Coordinate with Owner.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 8 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of alcohol and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

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- 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
- 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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SECTION 01 21 16 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Selected materials and equipment are specified in the Contract Documents by allowance. This allowance includes installation. The allowance has been established in lieu of additional requirements and to repair of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
 - 2. The Architect shall provide the Contractor with a written description prior to the use of the allowance.
 - 3. The Contractor shall not use the allowance without written instruction by the Architect and approved by the Owner.

1.3 ALLOWANCE ADJUSTMENT AMOUNTS

- A. Upon acceptance of the Proposal Request, an Allowance Adjustment will be issued for execution by the Owner and Contractor.
- B. Allowance Adjustments shall increase or decrease general construction contingency allowance amounts
- C. Allowance Adjustments shall not change the Contract amount.
- D. Contractor shall exclude bonds, overhead and profit for work performed by Contractor's own forces.
 - 1. Overhead and profit includes compensation to cover the cost of supervision, insurance, fringe benefits, and all other general expenses.
- E. Subcontractors who perform work by Subcontractor's own forces may increase material and labor amount by ten percent (10%); Contractor may not increase Subcontractor's cost for overhead and profit, bonds, supervision, insurance, fringe benefits, or any other general expense.
- F. Contractor shall include each Allowance on the Schedule of Values.
 - 1. Upon approval of Allowance Adjustment(s), Contractor to update Schedule of Values and Application for Payment to record each Allowance Adjustment as a separate line

ALLOWANCES 01 21 16 - 1

item.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Allowance No. 1

General Construction Contingency Allowance:

Amount equal to a lump sum amount of Twenty-Five Thousand Dollars (\$25,000.00), to be included within the Base Bid, to be used at the discretion of the Owner and Architect.

END OF SECTION 01 21 16

ALLOWANCES 01 21 16 - 2

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
 - 1. Request for pricing.
 - 2. Documentation of change in Contract Sum and Contract Time.
 - 3. Change procedures.
 - 4. Stipulated Sum change order.
 - 5. Time and material change order.
 - 6. Execution of change orders.
 - 7. Correlation of Contractor submittals.

B. Related Requirements:

- 1. General Conditions: Governing requirements for changes in the work, in contract sum, and contract time.
- 2. Section 00 72 13 General Conditions-Stipulated Sum (Single-Prime Contract).
- 3. Section 01 29 00 Payment Procedures.
- 4. Section 01 60 00 Product Requirements.
- 5. Section 01 77 00 Closeout Procedures.

1.3 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the work.
- B. Document each lump sum quotation for a change in cost or time with sufficient data to allow evaluation of the quotation. Include material and labor unit cost and quantities.
- C. Provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Overhead and profit.

- 3. Justification for any change in contract time.
- 4. Credit for deletions from contract, similarly documented.
- D. Support each claim for additional costs prior to work being done. Provide origin and date of each claim.

1.4 CHANGE PROCEDURES

- A. The Architect will advise of minor changes or clarifications in the work that may or may not involve an adjustment to contract sum or contract time as authorized by AIA A201, 2017 Edition, by issuing Architect's Supplemental Instructions on AIA Form G710. Contractor will prepare and submit an estimate within fourteen (14) days.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within fourteen (14) days.

1.5 CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 - 2. Change Directives are used on emergency items.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Promptly execute the change in work.

1.6 PROPOSAL REQUESTS

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

- 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
- 2. Within fourteen (14) days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a detailed list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. Include breakdown of material and labor.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a detailed list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include breakdown of material and labor.
- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.
- D. Back-up Documentation: Contractor shall submit all back-up documentation with each proposal. The Architect reserves the right to request additional back-up documentation as needed to evaluate the proposed costs. Refer to Exhibit 01 26 00 A1 and 01 26 00 A2.

1.7 STIPULATED SUM CHANGE ORDER (CO)

A. A Change Order will be issued based upon the Contractor's estimated price quotation as recommended by the Architect and approved by the Owner.

1.8 TIME AND MATERIAL CHANGE ORDER (CO)

A. Submit itemized account and supporting data after completion of change within (15) days after completion.

- B. The Architect will determine the change allowable in contract sum and contract time as provided in the contract documents.
- C. Maintain detailed records of work done on Time and Material basis. The Contractor's on-site representative must verify and sign the contractor's daily timesheets, not as approval for payment, but for record that work was completed per the change order.
- D. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXECUTION OF CHANGE ORDERS

A. Execution of Change Orders: Architect will prepare and issue Change Orders for signatures of parties. Owner, Architect, Contractor, shall sign all change orders.

3.2 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized change order as a separate line item and adjust the contract sum.
- B. Promptly revise progress schedules to reflect any change in contract time, revise sub-schedules to adjust time for other items of work affected by the change and resubmit.
- C. Promptly enters changes in on-site As-Built document set.

END OF SECTION 01 26 00

PROPOSAL WORKSHEET SUMMARY

						WORKSHE	EI SUN	/IIVIAK Y	
Project:		•			quest Number: mber:				
Re:				Date:					
DLZ	Z Project	Number: 22	61-4862-01						
Info	mplete a prince or mation DITIONS	below.	osal Worksheet D	etail for e	ach element of	Work. Enter Wo	orksheet		
AD	Sheet		Description		Material	Labor	Subtotal		
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Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana **EXHIBIT 01 26 00A1**

2261-4862-01

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Subtotal (Enter this number on Worksheet Summary)

2261-4862-01

PROPOSAL WORKSHEET SUMMARY

\$

\$

Project:	roject: Elkhart County Courthouse West Exterior Stair Reconstruction				Request Number: Iumber:							
Re:			Date	e:								
DLZ Project	Number: <u>2261-4862-01</u>											
Shaded Area	as are for DLZ Use											,
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Proposal Worksheet Detail 01 26 00A2 - 1

\$

\$

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana **EXHIBIT 01 26 00A2**

2261-4862-01

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SECTION 01 26 13 - REQUESTS FOR INTERPRETATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing requests for interpretation.

1.3 DOCUMENTATION OF REQUESTS FOR INTERPRETATION

- A. Contractor shall provide written requests for interpretation utilizing the Request for Interpretation form, refer to Exhibit 01 26 13A.
- B. Provide full information required for Architect's review and evaluation of conditions.
- C. Provide additional supportive information to clearly identify conditions.

1.4 RESPONSE TO REQUESTS FOR INTERPRETATION

- A. The Architect will advise of minor changes or clarifications in the work that may or may not involve an adjustment to contract sum or contract time as authorized by AIA A201, 2017 Edition, by issuing Architect's Supplemental Instructions on AIA Form G710.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 13

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Exhibit 01 26 13A

TITLE:	REQUEST FOR INTERPRETATION	DATE ISSUED:	
RFI NO.:			
PROJECT:			
то:		FROM:	
ATTN:		Data Parmanca Barwartad Bur	
		Date Response Requested By:	
Specification S	ection/Drawing Reference:		
Subject:			
Question:			
Contractor's S	uggested Solution:		
Response:			
Attachments:			
Requested Ru-			
Signed:		Date:	



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ALA Document G702" – 1992

Application and Certificate for Payment

	•			
O OWNER: PRO.	PROJECT:		APPLICATION NO: 001	Distribution to:
ROM			CONTRACT FOR: General Construction CONTRACT DATE:	ARCHITECT CONTRACTOR
:ONTRACTOR: ARCH	ARCHITECT:		PROJECT NOS: //	FIELD OTHER
CONTRACTOR'S APPLICATION FOR PAYMEN	INI		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information	owledge, information
Application is made for payment, as shown below, in connection with the Contract.	ith the Contract.		and belief the Work covered by this Application for raying in the Contract Documents, that all amounts have been paid by the Contract or Work for	ipieted in accordance
Continuation Sheet, AIA Document G703, is attached.			which previous Certificates for Payment were issued and payments received from the Owner, and	from the Owner. and
ORIGINAL CONTRACT SUM	\$	0.00	that current payment shown herein is now due.	
Net change by Change Orders	\$	0.00	CONTRACTOR:	
. CONTRACT SUM TO DATE (Line 1 \pm 2)	\$	0.00	By:	
. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00	State of:	
RETAINAGE			County of:	

Subscribed and sworn to before

me this

0.00

% of Completed Work

о ей (Column D + E on G703) 0 % of Stored Material

0 ف (Column F on G703)

My Commission expires:

0.00

4

Total Retainage (Lines 5a + 5b or Total in Column I of G703)......

Notary Public:

0.00

6. TOTAL EARNED LESS RETAINAGE		\$ 0.00	ARCHITECT'S CERTIFICATE FOR PAYMENT
(Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ 0.00	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 balief the Work has promessed as indicated the quality of the Work is in
(Line 6 from prior Certificate)			accordance with the Contract Documents, and the Contractor is entitled to payment of the
8. CURRENT PAYMENT DUE		\$ 0.00	AMOUNT CERTIFIED.
9. BALANCE TO FINISH, INCLUDING RETAINAGE			AMOUNT CERTIFIED \$ 0.00
(Line 3 less Line 6)	₩	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.)
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITE
Total changes approved in previous months by Owner	\$ 00.0	\$ 0.00	By:
Total approved this Month	\$ 00 '0 \$	00:00	This
TOTALS	\$ 00.00	\$ 0.00	named he
NET CHANGES by Change Order	\$	0.00	the Owne

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

Date:

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AIA Document G703" – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

						ARCHIECT	ARCHIECT S PROJECT NO.	.O.	
1	В	Э	D	Э	ч	Ð		Н	I
			WORK CO.	WORK COMPLETED	MATEDIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	THIS PERIOD STORED (NOT TO DATE IN D OR E) (D+E+F)	COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO RETAINAGE FINISH (IF VARIABLE (C - G) RATE)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	\$ 0.00



Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

SUBCONTRACTOR/SUPPLIER AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

Exhibit 01 29 00B

State of County of The undersigned, being first duly sworn, states, warrants and deposes, designated below (referred to herein as "Subcontractor") as follows:	ss: personally and as a duly authorized o	ficer or representative of the Subcontractor or Supplier as
Designation of Instrument This is a (check one) And is (check one)	1	Partial Final Affidavit and Waiver of Claims must be completed Conditional (Payment to Follow) Unconditional (Payment Received)
This Instrument Pertains to The Following: Subcontractor:(name)		
(address) Person Signing This Instrument: (name) Project:(name) (location/Address)		(Title)
Contractor: Subcontractor's Contract is with:(if other than Contractor identified ab	ove)	
Payment Amount payable through the period ending (date)		Dollars (\$ referred to herein as the "Effective Date")
The Terms of This Instrument Are: 1. Subcontractor has contracted with Contractor, or another party as in Contractor's contractual obligations for the above described project:	lentified above, to furnish labor, mater	ials, equipment and/or services in furtherance of
2.If this Instrument is designated as a Partial Affidavit and Waiver, the together with any and all previous payments received by Subcontractor materials, equipment or services furnished by or through Subcontractor Instrument is designated a <i>Final</i> Affidavit and Waiver, the Payment Amor services furnished or to be furnished by or through the Subcontractor	r, is the total sum due to Subcontractor or to or for the Contractor in respect o count is the full and final amount due t	r, exclusive of contractually provided retainage, for all labor, the Project through the above stated Effective Date. If this
3.The listing on the reverse side of this Instrument is incorporated here equipment lessors and laborers engaged by or under the employ of Su materials equipment or services furnished to or for the Project. Excep engaged or employed by Subcontractor have been paid in full for all la	bcontractor and to whom monies are tas otherwise specifically stated in suc	oresently due and owing from Subcontractor for labor, h listing, all sub-subcontractors, materialmen and laborers
4.In consideration of payment of the Payment Amount, the Subcontract interest in the real estate upon which the Project is situated, and their arising from any and all labor, materials, equipment or services furnish and claims against any contract proceeds. If this instrument is designated shall apply only to labor, materials, equipment or services furnished or the waiver, discharge and release provided by this paragraph shall appthrough Subcontractor to or for the Project notwithstanding the Effect	respective sureties, successors and as ed by or through Subcontractor to or t ted as a <i>Partial</i> Affidavit and Waiver, t n or before the Effective Date hereof. ly to any and all labor, materials, equi	signs, from all liens and claims whatsoever in respect of or or the Project, including without limitation mechanics' liens he waiver, discharge and release provided by this paragraph f this Instrument is designated as a Final Affidavit and Waiver,
5.The undersigned and Subcontractor will indemnify Contractor and he expenses and attorney fees, for and in respect of any breach of any coperson in respect of labor, materials, equipment or services which are	venant, representation or warranty co	
6.If this Instrument is Conditional, the terms hereof shall become effect Subcontractor and any persons identified and in respective amounts as Waiver. If this Instrument is designated above as Unconditional, the unInstrument shall be effective in all respects as of the date hereof.	s stated on the reverse side hereof. wh	ich payment shall the sole consideration for this Affidavit and
(Individual Signature)		
Subscribed and Sworn to before me this c	lay of	20
(Notary Public Signature): (Typed/Printed Name):	My Commis Residing in:	sion Expires County

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

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Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
		ARCHITECT:
	CONTRACT FOR: General Construction	CONTRACTOR:
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:
		OTHER:
In accordance with the provisions of the (Insert name and address of Surety)	Contract between the Owner and the Contractor as indicated ab	ove, the
		, SURETY,
on bond of (Insert name and address of Contractor)		
(Index Finance and data case of Contractor)		
hereby approves of the final payment to of any of its obligations to (Insert name and address of Owner)	the Contractor, and agrees that final payment to the Contractor s	, CONTRACTOR, shall not relieve the Surety
(2.12.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety h (Insert in writing the month followed by		
	(Surety)	
	(Signature of authorized repre	esentative)
Attest:		
(Seal):	(Printed name and title)	

END OF EXHIBIT 01 29 00 C



Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT:(Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR:	ARCHITECT: □
TO OWNER: (Name and address)	CONTRACT DATED:	CONTRACTOR:
TO OTHER. (Name and data ess)	CONTINUE DATES.	SURETY:
		OTHER:
In accordance with the provisions of (Insert name and address of Surety)	f the Contract between the Owner and the	Contractor as indicated above, the
		, SURETY,
on bond of (Insert name and address of Contrac	ctor)	
hereby approves the reduction in or	partial release of retainage to the Contract	, CONTRACTOR,
nereby approves the reduction in or	partial release of retainage to the Contract	or as rollows.
The Surety agrees that such reduction obligations to (Insert name and address of Owner)		Contractor shall not relieve the Surety of any of its
		, OWNER,
as set forth in said Surety's bond.		, o will,
IN WITNESS WHEREOF, the Sure (Insert in writing the month followed	ty has hereunto set its hand on this date: A by the numeric date and year.)	
	(Sur	ety)
	(Sign	nature of authorized representative)
Attest:		
(Seal):	(Prin	nted name and title)

END OF EXHIBIT 01 29 00 D



SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Cleaning and protection.
 - 3. Supervisory personnel.
 - 4. Limitations for use of site.
 - 5. General installation provisions.

B. Related Requirements:

- 1. Section 01 31 19 "Project Meetings" for progress meetings, coordination meetings, and pre-installation conferences.
- 2. Section 01 33 00 "Submittal Procedures" for preparing and submitting the Contractor's Construction Schedule.
- 3. Section 01 60 00 "Product Requirements" for coordinating general installation.
- 4. Section 01 77 00 "Closeout Procedures" for coordinating contract closeout.

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.
- E. The Contractor will manage construction of the project. The Architect will confirm compliance to contract documents.
- F. Contractor shall schedule, manage, and expedite all work under his contract, coordinating his work with all other contractors and trades so that no conflicts of timing or location occur. The work shall progress according to the approved and current construction progress schedule.
- G. Contractor shall:
 - 1. Assume full responsibility for protection and safekeeping of products stored on premises.
 - 2. Move any stored products which interfere with operations of Owner or other contractors.
 - 3. Furnish, erect and maintain barricades, warning lights, signs, guards, and overhead protection as may be required for his work.
 - 4. Notify, in writing through the Architect, the Owner at least forty-eight (48) hours in advance of utility connections or shutoff.
 - a. Coordinate these operations with the Owner and complete the work in the minimum amount of time.
 - 5. Shut offs must be accomplished to accommodate the Owner's schedule. Overtime, round the clock, holiday or weekend work may be required at no additional cost to the Owner.

6. Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work will interface and shall indicate installation sequence.

1.4 SUPERVISORY PERSONNEL

- A. Contractor must designate a superintendent who shall represent the contractor on the jobsite. Directions given to the superintendent shall be as binding as if given to the contractor.
- B. Once a superintendent is assigned to the project he cannot be removed or replaced without receiving the Architect and Owner's approval.
- C. The prime contractor and/or superintendent shall:
 - 1. Man, schedule, and supervise the work to meet the current construction schedule.
 - 2. Purchase and schedule delivery of materials and sublet subcontractors to meet the construction schedule.
 - 3. Inspect the work of other contractors which precedes your work and upon which your work depends. Report to the Architect any deviations from the contract documents. Commencement of work on substrate constitutes acceptance of the other contractor's work.
 - 4. Cooperate with other prime contractors doing work on this project.
 - 5. Notify the Architect of conditions that could delay the work.
 - 6. Furnish the Architect with a daily manpower report and description of work completed as requested.
 - 7. Attend coordination and progress meetings as scheduled by Architect to review coordination of various phases of work. The Contractor shall be represented by persons with full authority to act on matters pertaining to the work.

1.5 LIMITATIONS FOR USE OF SITE

- A. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the site utilization drawings and by other Contract Documents.
- B. Confine operations at site to areas permitted by law, ordinances, permits, and contract documents.
- C. Major equipment is not permitted to be stored on-site.
- D. Availability of on-site storage is limited. Contractor shall store on-site only those materials which will be installed within the following 48-hour period.
- E. Long term storage will not be allowed without prior approval from the Architect and Owner. Coordinate all installations with adjoining and related items of work. Check the scopes of work being provided by other prime contractors and their respective drawings, specifications and shop

drawings for proper coordination of details. In the event of conflicting requirements, consult with the Architect prior to proceeding with the work.

F. All work force personnel shall visibly display identification of person's name and company name.

1.6 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable proceed acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in contract documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect/Engineer for final decision.
- F. Re-check measurements and dimensions before starting each installation.
- G. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests to minimize necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, submit a Request for Information (RFI) to the Architect for clarification.
- J. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at substantial completion.

1.7 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination

drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

- 1. Show the relationship of components shown on separate Shop Drawings.
- 2. Indicate required installation sequences.
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
 - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.

- 3. Excessively high or low temperatures.
- 4. Thermal shock.
- 5. Excessively high or low humidity.
- 6. Air contamination or pollution.
- 7. Water or ice.
- 8. Solvents.
- 9. Chemicals.
- 10. Light.
- 11. Radiation.
- 12. Puncture.
- 13. Abrasion.
- 14. Heavy traffic.
- 15. Soiling, staining, and corrosion.
- 16. Bacteria.
- 17. Rodent and insect infestation.
- 18. Combustion.
- 19. Electrical current.
- 20. High-speed operation.
- 21. Improper lubrication.
- 22. Unusual wear or other misuse.
- 23. Contact between incompatible materials.
- 24. Destructive testing.
- 25. Misalignment.
- 26. Excessive weathering.
- 27. Unprotected storage.
- 28. Improper shipping or handling.
- 29. Theft.
- 30. Vandalism.

3.3 COMMUNICATION PROCEDURES

- A. All correspondence must go through the Architect.
- B. In the event contract document clarification is required, Contractor to submit a 'Request for Information' (RFI) must be submitted to the Architect. Refer to Exhibit '01 26 13A'.

END OF SECTION 01 31 00

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Progress meetings.

B. Related Requirements:

- 1. Section 01 31 00 "Project Management and Coordination" for procedures for coordinating project meetings with other construction activities.
- 2. Section 01 33 00 "Submittal Procedures" for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Architect, and Engineer(s); the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Administrative Items.
 - 2. Tentative construction schedule.
 - 3. Critical work sequencing.
 - 4. Designation of responsible personnel.
 - 5. Procedures for processing field decisions and Change Orders.

- 6. Procedures for processing Applications for Payment.
- 7. Distribution of Contract Documents.
- 8. Submittal of Shop Drawings, Product Data, and Samples.
- 9. Preparation of record documents.
- 10. Use of the premises.
- 11. Parking availability.
- 12. Storage areas.
- 13. Equipment deliveries and priorities.
- 14. Safety procedures.
- 15. First aid.
- 16. Security.
- 17. Housekeeping.
- 18. Working hours.

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at regular intervals. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request and review of draft payment applications.
 - 1. Progress meetings shall be had at two-week intervals, beginning at the mobilization onsite.
- B. Attendees: In addition to representatives of the Owner and the Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - Contractor's Construction Schedule: Review progress since the last meeting. Determine
 where each activity is in relation to the Contractor's Construction Schedule, whether on
 time or ahead or behind schedule. Determine how construction behind schedule will be
 expedited; secure commitments from parties involved to do so. Discuss whether
 schedule revisions are required to ensure that current and subsequent activities will be
 completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. Administrative items.
 - b. Completed work activities since the last meeting.
 - c. Anticipated work activities prior to next meeting.
 - d. Status of submittals.
 - e. Anticipated deliveries.

- f. Off-site fabrication problems.
- g. Project schedule.
- h. Status of Architect's Supplemental Instructions.
- i. Status of Proposal Requests.
- j. Status of Requests for Information.
- k. Status of Allowance Adjustments.
- I. Review of Project Schedule.
- m. Impacts of other projects.
- n. Coordination items with Owner's operations
- o. Safety and reported Injuries
- p. Housekeeping.
- q. Quality and work standards
- r. Payment Applications review
- s. Comments by contractor, Architect, and Owner.
- t. Additional applicable items.
- D. Schedule Updating: The Contractor shall revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.
 - 1. The construction schedule shall be updated monthly to reflect actual construction progress. Schedule shall be presented at Construction Progress meeting.
 - 2. Contractor shall prepare a two-week 'look ahead' schedule at each Construction Progress meeting. Schedule shall provide anticipated activities, including specific areas of work, activities that may impact Owner's operations; Owner shall review and comment on anticipated activities; Contractor shall adjust schedule of activities accordingly at no additional cost to the contract or change in overall completion date of project.

1.5 PREINSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- B. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
- C. Agenda: Review progress of other construction activities and preparations for the particular activity that is under consideration, including requirements for the following:
 - 1. Contract Documents.
 - 2. Options.
 - 3. Security Issues.
 - 4. Related Change Orders.

- 5. Purchases.
- 6. Deliveries.
- 7. Submittals.
- 8. Review of mockups.
- 9. Possible conflicts.
- 10. Compatibility problems.
- 11. Time schedules.
- 12. Weather limitations.
- 13. Manufacturer's written recommendations.
- 14. Warranty requirements.
- 15. Compatibility of materials.
- 16. Acceptability of substrates.
- 17. Temporary facilities and controls.
- 18. Space and access limitations.
- 19. Regulations of authorities having jurisdiction.
- 20. Testing and inspecting requirements.
- 21. Required performance results.
- 22. Protection of construction and personnel.

D. REPORTING:

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 19

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, Construction Schedule, and other miscellaneous quality-control submittals.
 - 1. All submittals are to be provided to the Architect no later than thirty (30) days after award of contract.
- B. Shop Drawings include, but are not limited to, the following:
 - 1. Fabrication drawings.
 - 2. Installation drawings.
 - 3. Schedules.
 - a. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- C. Product Data include, but are not limited to, the following:
 - 1. Manufacturer's product specifications.
 - 2. Manufacturer's installation instructions.
 - 3. Catalog cuts.
 - 4. Standard product operating and maintenance manuals.
- D. Quality-control submittals include, but are not limited to, the following:
 - 1. Design data.
 - 2. Certifications.
 - 3. Manufacturer's instructions.
 - 4. Manufacturer's field reports.
- E. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- 1. Permits.
- 2. Applications for Payment.
- 3. Performance and Payment Bonds.
- 4. Insurance Certificates.
- 5. Listing of Subcontractors.

F. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" specifies requirements for submittal of Project Record Documents, including copies of final Shop Drawings, at project closeout.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 - 1. Preparation of Coordination Drawings is specified in Section 01 31 00 "Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delays.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. Final approval will not occur until listed related submittals are received.
 - 3. Processing: Allow 14 calendar days for Architect's review time so that installation will not be delayed as a result of the time required to process submittals.
 - a. Allow no less than fourteen calendar days for initial review.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow not less than seven calendar days for reprocessing each submittal.
 - d. No extension of Contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

- 4. Schedule: All submittals shall be forwarded to the Architect for review no later than thirty (30) days after Award of Contract.
- 5. Submittals and shop drawings must be procured in order to meet the schedule requirements and substantial completion.
- B. Submittal Preparation: Except as indicated below for Product Data and Shop Drawings, place a permanent label on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label. Apply permanent adhesive label.
 - 1. Provide a space approximately 4" x 5" beside the title block on Shop Drawings to record the Contractor's review and markings for the action taken.
 - 2. Provide a space approximately 4" x 5" beside the title block on Shop Drawings to record the Architect's review and markings for the action taken.
 - 3. Include the following information on the label for processing and recording action taken.
 - a. Project name and Project number.
 - b. Date.
 - c. Name and address of Architect
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail reference, as appropriate.
 - 4. Submittals may be produced in an electronic format (.pdf format) and transmitted electronically to Architect for review and action. Hard copies of final documents are required in addition to electronic version within final closeout documents.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 - 1. On the transmittal record relevant information and requests for data. In the "Stamp" of Contractor" column on submittal cover sheet record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.5 PROPOSED PRODUCT LIST

- A. Within five (5) days of signing the contract submit a completed list of long lead material items and/or equipment.
 - 1. Specification section.
 - 2. Name of material or equipment.

- 3. Anticipated shop drawings submittal date.
- 4. Fabrication duration (weeks).
- 5. Anticipated delivery date.
- 6. Manufacturer's name.
- 7. Manufacturer's address.
- 8. Manufacturer's phone numbers.

1.6 SCHEDULE

A. Provide complete shop drawings, product data, and samples as required per technical specification section within ten (10) days upon receipt of Notice to Proceed.

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings without the Architect's permission. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
 - Contractor may obtain from the Architect the electronic base drawing's that were developed for the Contract Documents; Contractor shall submit "CADD Information Request" and Disclaimer (Refer to 01 33 00B and 01 33 00C). Contractor remains responsible for preparation review and issuance of required shop drawings. Contract must properly execute forms and payment. Blind reuse of Architect provided information is no permitted.
 - 2. Shop drawings shall be provided in electronic format for review and action.
 - 3. Submittals may be produced in an electronic format (.pdf format) and transmitted electronically to Architect for review and action. Hard copies of final documents are required in addition to electronic version within final closeout documents.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8 1/2" x 11", multiples of 8 1/2" x 11" when folded, but no larger than drawings of the Contract Documents.
 - 7. Distribution: Furnish copies of approved submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

- a. Do not use Shop Drawings without an appropriate stamp indicating action taken in connection with construction.
- C. Coordination drawings are special types of Shop Drawings that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 - 1. Preparation of coordination drawings may include components previously shown in detail on Shop Drawings or Product Data.
 - 2. Submit coordination Drawings for integration of different construction elements. Show sequence and relationships of separate components to avoid conflicts in use of space.
 - 3. Transmit in same manner as indicated for Shop Drawings.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specifically prepared because standard printed data is not suitable for use, submit as "Shop Drawing".
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with recognized trade association standards
 - c. Compliance with recognized testing agency standards
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurements
 - f. Notation of coordination requirements
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 - 4. Minimum of five (5) copies of each shop drawing shall be provided for review and action. One copy shall be retained by the Architect. One copy shall be retained by the Contractor to be incorporated within the Record Documents.
 - 5. Distribution: Make copies of final submittal and distribute to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data is in the installers' possession.

- b. Do not permit use of unmarked copies of Product Data in connection with construction.
- c. Make copies of shop drawings and Product Data for the Operation and Maintenance Manuals and Record Documents.

1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturer's certificate to Architect/Engineer for review, in quantities specified for product data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.10 RECORD SHOP DRAWINGS

A. A set of all record shop drawings will be kept by the Contractor for the Owner. After project completion, the Contractor will turn over a complete set over to the Owner as part of the Record Document submittal.

1.11 SCHEDULE OF VALUES

A. Submit a detailed schedule of values separating labor and material for all individual items within (10) days of signing a contract.

1.12 CONSTRUCTION SCHEDULE

A. General:

- 1. In order to assure completion of the Work within the time stipulated, all activities of the Contractor will be scheduled and monitored by use of the critical path method, utilizing both activity diagram and computer printout.
- 2. The schedule, including the printout and arrow diagram shall be prepared by an expert having substantial experience in critical path scheduling.
- 3. The Contractor shall submit 3 copies of the schedule for approval at least 20 days prior to submitting first application for a progress payment but not later than 30 days after the date of execution of Agreement.
- 4. The schedule shall be detailed in nature and shall include the calendar dates of start and completion of each task on the critical path as well as dates and float times of tasks not on the critical path and of tie-ins to existing facilities, if any. The critical path diagram shall show all activities in detail, and the computer printout shall include for each

- activity its number, description, duration, early start, early finish, late start, late finish, and float time. Both the initial and subsequent submissions shall be time scaled.
- 5. In the preparation of the schedule, the Contractor shall take into consideration Shop Drawing submittal and approval time, the delivery times of equipment and materials, Subcontractors' work, availability and abilities of workmen, weather conditions, and restrictions in operations at the Work site, and all other items that may affect completion of the Work within the time requirements of the Contract Documents.
- 6. If the schedule as submitted by the Contractor is not sufficiently detailed, contains errors, or is unrealistic, it will be rejected in writing, and the Contractor shall submit an appropriately revised schedule within 7 days of the date of the notice of rejection. The procedure will be repeated as often as may be necessary until the schedule is found acceptable and approved by the Engineer.
- 7. Pending approval of the construction schedule, no progress payment will be made, except in such amounts as may be approved by the Engineer for materials received at the Project site as provided in the General Conditions.

1.13 PROGRESS REPORTS

A. At each progress meeting, the Contractor shall present a report of operations during the preceding period, including actual starting and ending dates on activities shown on the critical path diagram. Where such starting or ending dates were delayed beyond those required by the critical path schedule, the Contractor shall describe the action he is taking to regain lost time and state the anticipated completion dates of subsequent activities affected by the delayed items. Contractor shall also point out known or anticipated delays on continuing activities and outline the action he is taking to regain lost time or avoid future delay. On the basis of the reports presented, the Contractor shall develop a current computer printout of the critical path schedule and shall furnish copies to the Architect at each progress meeting.

B. Daily Construction Reports

- 1. A daily construction report will be prepared by the Contractor recording the following information concerning events at the site. Reports will be made available upon Architects request:
 - a. List of subcontractors at the site.
 - b. Approximate count of personnel at the site.
 - c. High and low temperatures, general weather condition.
 - d. Accidents and unusual events.
 - e. Meetings and significant decisions.
 - f. Stoppages, delays, shortages, losses.
 - g. Orders and requests of governing authorities.
 - h. Services connected, disconnected.
 - i. Equipment or system tests and start-ups.
 - j. Partial Completions, occupancies.
 - k. Material tests taken.

2. Daily construction logs to be submitted to Architect with closeout documents at project completion.

1.14 ARCHITECT'S ACTION

- A. Except for submittals for record, information, or similar purposes, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return within a minimum of two weeks. Record reviews may require longer time due to multi-disciplinary review.
 - 1. Compliance with the Contract Documents is the Contractor's responsibility. Engineer will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. Engineer's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences, or procedures.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. Approved for General Conformance with Design Concept: When the Engineer marks a submittal "Approved for General Conformance with Design Concept," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents.
 - 2. Approved, As Noted, for General Conformance with Design Concept: When the Engineer marks a submittal "Approved, As Noted, for General Conformance with Design Concept," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents.
 - 3. Revise and Resubmit: When the Engineer marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay.
 - a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 - 4. Rejected: When the Engineer marks a submittal "Rejected" do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal according to the notations; resubmit without delay.
 - a. Do not use, or allow others to use, submittals marked "Rejected" at the Project Site or elsewhere Work is in progress.

- 5. Not Subject to Review: Where a submittal is for information or record purposes or special processing or other activity, or otherwise does not require Engineer review and approval, the Engineer will return the submittal marked "Not Subject to Review."
- 6. Requires Review and Approval by General Contractor: When a submittal does not indicate that it has been reviewed and approved by the General Contractor, the Engineer will return the submittal marked "Requires Review and Approval by General Contractor." Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity.

1.15 SUBCONTRACTOR AND / OR MANUFACTURER LIST

A. Submit a detailed subcontractor and/or manufacturer list using EXHIBIT '01 33 00A' that has been provided at the end of this section. This list becomes part of the contract proposal and shall be presented within 24 hours after bid opening. Subcontractor purchased material, equipment, and labor shall be under the direct management of the Prime Contractor. If dual listing of manufactures or subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

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Exhibit 01 33 00A

DIVISION 02 THROUGH 33 SUBCONTRACTORS AND MANUFACTURERS LIST

Project:		ty Courthouse r Stair Reconstruction ana		
NAME OF	BIDDER		DATE	
ADDRESS:			PHONE	
BY				
Pi	rinted		Signature	
undersigne manageme	d Contract propos nt of the Prime Co	sal. Subcontractor purchased ontractor. If dual listing of m	ctors and Manufacturers list, volument, and laked and laked and laked and laked anufacturers or subcontractor will select the manufacturer or	oor shall be under the direct is is herein made, it is
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Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

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EXHIBIT 01 33 00 B 1 of 1

CADD INFORMATION REQUEST

1.	Company Infor Compa Addres	ny:				-
	Teleph Fax: Contac					
	Job Name:		County Courth			
	DLZ Project:	2261-4	862-01			
2.	Drawings:					
3.	Method:	CD	Email:			
4.	Operating System:		Windows XP			
5.	Drawing Program:		AutoCAD Vers REVIT: Other	ion:		
6.	Preferred Format:		DWG	PDF	TIF	JPG
7.	Cost/Charges:			drawings at \$0).00 per drav	wing = \$0.00
AGREE	D AND ACCEPTE	D	Autho	rized Signature		

If this information is acceptable, please sign and return with check and Indemnification Clause attached to:

DLZ Indiana, LLC 2211 E. Jefferson Blvd. South Bend, Indiana 46615 Attn: Stephen P. Kromkowski, AIA

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Place on Company letterhead

DISCLAIMER FOR USE OF CONTRACT DOCUMENT CADD DISKS

< <u>Insert Company Name</u> > _located at < <u>Insert mailing address</u> >
hereafter referred to as the Requesting Company, does hereby acknowledge that DLZ Indiana LLC.
has been requested to deliver to them CADD file(s) for the following items: <e style="text-align: center;"><e style="text-align: center;">Insert drawing name</e></e>
and number> to be used by the Requesting Company, solely for the purpose of the coordination and
expediting of the work for the Elkhart County Courthouse- West Stair Reconstruction Project and
for no other purpose. Except for the preceding purpose, the Requesting Company shall make no
alterations whatsoever to said CADD file(s) without the written consent and at the direction of DLZ
Indiana LLC.
DLZ Indiana LLC makes no warranty, either expressed or implied, as to the quality or content
of the information contained in said CADD disk(s) except as herein stated, and further DLZ Indiana
LLC makes no warranty expressed or implied for the use of CADD disk(s) by the Requesting
Company for any purpose other than that specifically instructed as intended use for same. Further,
said CADD disk(s) shall not be assigned to any party other than the Requesting Company.
ACKNOWLEDGED AND ACCEPTED:
Signature:
Name:
Title:
Date:

SECTION 01 33 26 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Quality assurance and control of installation.
- 2. References.
- 3. Field samples.
- 4. Inspection services.
- 5. Manufacturers' field services and reports.

B. Related Requirements:

1. Section 01 33 00 – Submittal Procedures.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

QUALITY CONTROL 01 33 26 - 1

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen. Indiana

2261-4862-01

1.4 REFERENCES

- A. Conform to reference standards current at date of Notice to Proceed.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect before proceeding.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.6 PRODUCT AND EQUIPMENT

- A. Provide each specific product and equipment from a single manufacturer and source.
- B. Follow manufacturer's instructions and recommendations for storage, preparation and installation of product and equipment.

1.7 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions or surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment, as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report within 15 days of observation to the Architect for review.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 26

QUALITY CONTROL 01 33 26 - 2

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Regulations having jurisdiction over this Project and obligations with responsibilities applicable.
- B. The Architect/Engineer does not imply that all governing code and regulations are enumerated. It is Contractor's responsibility to verify own obligations.

1.3 SCOPE

- A. Permits, Fees: Contractor will secure and pay for any permits required for project.
- B. Building Codes and Regulations
 - 1. Federal
 - a. OSHA
 - b. EPA
 - c. ADA

2. State of Indiana

- a. Indiana Department of Environmental Management
- b. Indiana Building Code
- c. State Fire Marshal Rules
- d. Administrative Building Council Rules
- e. Indiana Mechanical Code
- f. Indiana Plumbing Code
- g. Indiana Electrical Code
- h. Indiana Energy Conservation Code
- 3. Comply with anti-pollution, environmental regulations, accessibility codes as applicable.
- 4. Local zoning ordinance and other codes and regulations shall apply.
- C. Requirements for E-Verify

- 1. Comply with Immigration Legislation SEA 590. The contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify Program, as required by law.
- 2. Pursuant to Indiana Code 5-22-16.5, Elkhart County Commissioners may not contract with a person who is engaged in investment activities in Iran.

D. Safety Regulations

- 1. Comply with all Federal, State, and Local safety regulations applicable to project.
- 2. Consult specific specification sections for special safety requirements including proper precautions for fire safety.
- 3. The General Contractor governs program of safety on construction project. All other prime and subcontractors take precautions to observe and maintain that all requirements are in conformance with the "Safety Code #13 for the Construction Industry", State of Indiana.
- 4. Each employer whether prime contractor, or subcontractor is separately responsible for all specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969, and all standards and regulations promulgated by parties or agencies which administer such acts. Each contractor and subcontractor are responsible for the acts of his employees and for appropriate record keeping and reporting.

1.4 TAXES

A. Indiana Gross Income Tax

- 1. Comply with Indiana Gross Income Tax Act, as amended. The Owner is withholding Agent for payment of Indiana Gross Income Tax on Contracts with the Owner. As a Withholding Agent, the Owner is required to withhold from non-resident Contractors, all Indiana Gross Income Tax.
- 2. A non-resident Contractor does not include a Contractor that is a corporation, organized under laws of states other than the State of Indiana, but which is duly licensed, qualified and registered with the Secretary of the State of Indiana to engage in business within the State of Indiana.
- 3. Any out-of-State Contractor which is qualified to do business in Indiana and fails to file proof as qualifying to do business in Indiana will have Indiana Gross Income Tax withheld and will have to claim any refund from the Indiana Department of Revenue.
- 4. Out-of-State Contractors who are proprietorships or partnerships will have Indiana Gross Income Tax withheld.

B. Indiana Gross Retail Tax

1. Materials and properties purchased by contracts with Owner that become a permanent part of structure of facilities constructed are not subject to Indiana Gross Retail Tax

(Sales Tax). A General Exemption Certificate must be filed with vendor by Contractor for exemption from payment of tax on exempt materials and properties purchased.

2. An exemption number will be furnished by Owner upon request, for Indiana Gross Retail Tax.

1.5 PROJECT CLOSEOUT

A. At completion, review project with Architect/Engineer for any uncompleted code compliance requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 41 00

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SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. <u>General</u>: Basic Contract definitions are included in the Conditions of the Contract.
- B. <u>Indicated:</u> The term indicated refers to graphic representations, notes, or schedules on the drawings or other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- C. <u>Include:</u> The term include, includes, or included means a part of a whole. It is not a finite or all-inclusive term and shall not limit the scope of the work. It is an example or partial list only. There may be additional items required elsewhere in the Contract Documents.
- D. <u>Directed:</u> Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect/Engineer, requested by the Architect/Engineer, and similar phrases. However, no implied meaning shall be interpreted to extend the Architect's/Engineer's responsibility into the Contractor's area of construction supervision.
- E. <u>Approved:</u> The term approved, when used in conjunction with the Architect's/Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Architect's/Engineer's duties and responsibilities as stated in the Conditions of the Contract. Such approval shall not release the Contractor from responsibility to fulfill contract requirements, unless otherwise provided in the contract documents.
- F. <u>Regulations:</u> The term regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work, whether or not lawfully imposed by authorities having jurisdiction.
- G. <u>Furnish:</u> The term furnish means supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. <u>Install:</u> The term install describes operations at the project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- I. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- J. <u>Installer:</u> An installer is the Contractor, or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of the lower tier, to perform a particular construction

activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- 1. The term experienced, when used with the term installer, means having satisfactorily completed not less than five previous projects similar in size and scope to this project, being familiar with the special requirements necessary to successfully complete the work indicated, and having complied with requirements of the authority having jurisdiction.
- 2. <u>Trades:</u> Using terms such as carpentry are not intended to imply that certain construction activities must be performed by accredited or union member individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- 3. <u>Assigning Specialists:</u> Certain sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- K. <u>Project Site:</u> The project site is the space available to the contractor for performing construction activities either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings and may or may not be identical with the description of the land on which the project is to be built.
- L. <u>Testing Agencies:</u> A testing agency is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- M. <u>Architect:</u> The terms "Architect", "Engineer" or "Architect/Engineer" refers to the Architect for this project. DLZ Indiana, LLC is the Architect and Engineer of Record for this Project.
- N. Owner: The term "Owner" refers to Elkhart County Board of Commissioners.

1.2 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. <u>Specification Format:</u> These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50 Division Format and "Master-format" numbering system.
- B. <u>Specification Content:</u> This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

- 1. <u>Abbreviated Language</u>: Language used in Specifications and other contract documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words which are implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the contract documents indicate.
- 2. <u>Imperative and Streamlined Language</u> is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words "shall be" are implied wherever a colon (:) is used within a or phrase.

1.3 INDUSTRY STANDARDS

- A. <u>Applicability of Standards:</u> Except where the contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the contract documents to the extent referenced. Such standards are made a part of the contract documents by reference.
- B. <u>Publication Dates:</u> Comply with the standards in effect as of the date of the contract documents.
- C. <u>Conflicting Requirements:</u> Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements which are different but apparently equal and other uncertainties to the Architect/Engineer for a decision before proceeding.
 - 1. <u>Minimum Quantity or Quality Levels:</u> The quantity of quality level indicated shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect/Engineer for a decision before proceeding.
- D. <u>Copies of Standards:</u> Each entity engaged in construction on the project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the contract documents.
 - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source. Maintain one copy of required standards at the project site available for reference by persons who have a reasonable need.
- E. <u>Abbreviations and Names:</u> Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other contract documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to

the context of the Text provision. Refer to the <u>Encyclopedia of Association</u>, published by Gale Research Co., available in most libraries and are on file in the Office of the Architect.

1.4 GOVERNING REGULATIONS AND AUTHORITIES

A. <u>Indiana State Codes:</u> Current issue with amendments for the work related to Contractor's contract.

1.5 SUBMITTALS

A. <u>Permits, Licenses, and Certificates:</u> For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. These items are to be submitted through the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 1. Any costs associated with increased service infrastructure shall be the responsibility of the Contractor.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

- 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
- 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
- 3. Indicate sequencing of work that requires water and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control measures at all intake HVAC equipment and louvers
 - 2. Waste handling procedures.
 - 3. Other dust-control measures.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities, as approved by Owner, where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities off site.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - 3. Contractor to restore all damaged to site, including irrigation system, lawns, planting, walks and pavement, and other at grade items caused by construction activities.

B. Parking:

- 1. Contractor may use a limited area of the existing parking areas for construction personnel.
 - a. On-street public parking is available for Contactor parking.
 - b. Do not block existing service drives.
 - c. Do not block south secured service area
- C. Project Signs: Unauthorized signs are not permitted.
 - 1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- D. Storage Facilities: No at-grade storage facilities will be permitted due to the limited site conditions.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
 - 1. Remove construction debris and waste on a daily basis.
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 - 2. Coordinate location of on-loading/off-loading activities with Owner.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing lawns, vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Maintain secured entries/exits. Propping of doors is prohibited.
- F. Protect air-handling equipment.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- H. Background Checks: Contractor's workforce shall be subject to a favorable background checks prior to work on property.
- I. Security: comply with security procedures enforced at each facility. Variance to requirements must receive prior approval with the Owner and each site security operation.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

- 1. Products.
- 2. Transportation and handling.
- 3. Storage and protection.
- 4. Product options.
- 5. Substitutions.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- B. No on-site storage facilities will be permitted.
- C. Properly distribute all material which is on the roof to provide for a uniform distribution of load. DO not load roof condition beyond maximum design load.
- D. Provide ventilation to avoid condensation.
- E. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by naming one or more Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period to requirements specified in this Section.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.

- 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
- 4. Waive claims for additional costs or time extension which may subsequently become apparent.
- 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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2261-4862-01

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SECTION 01 62 00 - PRODUCT OPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 01 3 00 "Submittals."
- C. Standards: Refer to Section 01 42 00 "References" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section 01 60 00 "Product Requirements."

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Architect will consider requests for Substitutions if submitted 10 calendar days prior to the Bid Date. No requests will be accepted or reviewed after this time.
- C. Substitutions after the Bid Date may be considered only when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- E. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

- 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals.

G. Substitution Submittal Procedure:

- 1. Submit Request for Substitution for consideration to the Architect. Limit each request to one proposed Substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer. General catalogs or manuals are not acceptable. Specific information on model, type, and series of substitute product is required. Include specified material data sheet with which submitter is requesting comparison review.
- 3. The Architect will notify Bidder in the form of an addendum item of decision to accept request. If item is not approved by addendum, item it is not acceptable.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record non-compliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of Contract Documents.
 - 3. The request is timely, fully documented and properly submitted.
 - 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - 5. The specified product or method of construction cannot be provided within Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 - 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 - 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting off-setting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

- 8. The specified product or method of construction cannot be provided in a manner which is compatible with other materials, and there the Contractor certifies that the substitution will overcome the incompatibility.
- 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that he proposed substitution can be coordinated.
- 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- C. Refer to the Contractor's Substitution Request form for submission of data found at the end of this Section, Exhibit 01 62 00-A.
- D. Refer to Architect's Response to Contractor's Substitution Request for Architect's response found at the end of the Section, Exhibit 01 62 00-B.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 62 00

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

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Exhibit 01 62 00A

CONTRACTOR'S SUBSTITUTION REQUEST FORM

Project Name	Elkhart County Cou West Exterior Stair Goshen, Indiana			
Project No:	2261-4862-01			
Owner:				
Architect:	DLZ Indiana, LLC			
Contractor:		<u></u>		
CONTRACTOR	s's request with sui	PPORTING DATA:		
Substitution R	equest No.:		Date of Issuance:	
We request y Product:	our consideration of t	he substitution of fo	llowing proposed	product instead of the Specified
Section No		Paragraph No	Specified	Product
Proposed Pro	duct:			
standa [_] Samp	nct Data for proposed pards, performance and le(s) is(are) attached.	l test data.		escription, reference
[_] Samp	le(s) will be sent if requ	uested by the Archite	ect.	
Itemized com	parison of proposed pr	oduct with Specified	Product:	
	Specified Product		Proposed Produc	t
Name/Brand Catalog No. Manufacturer		 		

CONTRACTOR'S SUBSTITUTION REQUEST FORM

(Continued)

			(,			
	Significant						_
	Qualities						_
	Unit Cost		per			per	
		[_]	Material Only		[<u>]</u>] N	laterial and Install	ation
Propo	osed change to t	ne Contra	act Sum:				
		Credi	t to the Owner:	<\$		>	
		Addit	ional Cost to the Ow	ner: <\$		>	
The C	ontract Time:	Will b	e [Increased] [Decre	ased] by		_ calendar days.	
Descr	ibe what effect t	:his subst	itution will have on t	he other par	rts of the	Work or on other	contracts.
то со	ONTRACT REQUI	REMENT	N OF CONFORMANG S: titution of this propo			TION OF THIS PRO	OPOSED PRODUCT
	ave investigated	54.55	areacion or emp propo	oca product	. a.ra.		
1.	Believe that it the comparis	-	or superior in all resp	pects to the S	Specified	Product, except a	s fully described in
2.	•		nty as required by th	e General Co	onditions	:	
3.	•		al warranty, if any, as		orial cross	•)	
4.	•	•	data and cost implica	•			
5.		Will pay re-design and special inspection costs caused by the substitution this proposed product;					
6.	Will pay additional costs to other contractors caused by the substitution of this proposed product;						
7.		ate the incorporation of the substitution of this proposed product into the Work;					
8.		, or cause to be modified, other parts of the Work as may be required, or directed, to					
			Vork complete; and	•			
9.	Waive future product.	claims fo	or added costs to thi	s Contractor	caused	by the substitutio	n of this proposed
Signa	ture			oate			
Name	e (Typed)		P	hone			

Exhibit 01 62 00B

ARCHITECT'S RESPONSE TO CONTRACTOR'S SUBSTITUTION REQUEST FORM

Projec	t Name: Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana			
Substit	tution Request No Contractor's Date of Issuance	_		
ARCHI	TECT'S REVIEW AND ACTION:			
	Sign Contractor's Statement of Conformance. Resubmit.			
[_]	Provide additional information. Resubmit			
	Substitution of this proposed product is acceptable with the following conditions:			
	A change order will be issued to adjust the Contract.			
Signatı	ure Date			

END OF EXHIBIT 01 62 00B

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SECTION 01 73 25 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General, Supplementary Conditions, and other Division 01 Specification sections, apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for complete cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 1. Requirements of this Section apply to Contractor' work force.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore surfaces to original condition after installation of other work.

1.4 SUBMITTALS

- A. Submit written request (72) working hours in advance to the Architect/Engineer before cutting or alteration which affects the following:
 - 1. Structural integrity of any element of project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of separate contractor.
- B. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

- C. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
- D. List products to be used and firms or entities that will perform work.
- E. Indicate dates when cutting and patching is to be performed.
- F. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
- G. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

1.5 QUALITY ASSURANCE

- A. Requirements for structural work: Do not cut and patch structural elements in a manner that would reduce their load-carrying, or deflection resistive capacity.
- B. Obtain approval of the Architect/Engineer before cutting and patching the following structural elements:
 - 1. Foundation construction.
 - 2. Bearing and retaining walls.
 - 3. Structural concrete.
 - 4. Structural steel.
 - 5. Lintels.
 - 6. Structural decking.
 - 7. Miscellaneous structural metals.
 - 8. Equipment supports.
 - 9. Piping, ductwork, vessels, and equipment.
- C. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- D. Obtain approval of the Architect/Engineer before cutting and patching the following operating elements or safety-related systems:
 - 1. Shoring, bracing, and sheeting.
 - 2. Primary operational systems and equipment.
 - 3. Air or smoke barriers.
 - 4. Water, moisture, or vapor barriers.
 - 5. Membranes and flashings.
 - 6. Fire protection systems.
 - 7. Noise and vibration control elements and systems.

- 8. Control systems.
- 9. Communication systems.
- 10. Conveying systems.
- 11. Electrical wiring systems.
- E. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials which are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, which use materials which match existing adjacent surfaces to the fullest extent possible with regard to visual effect. The architect must give his approval to these materials. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting, and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
- B. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project which might be exposed during cutting and patching operations.

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedure with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slot neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 - 4. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated, or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
 - 5. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace material as specified including finished work.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

- 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- 4. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.
- 5. Employ appropriate trade contractor to perform cutting for weather exposed and moisture resistant elements, and sight-exposed surfaces.

3.4 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review.
- C. Fit work at penetrations of surfaces.

3.5 CLEANING

A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 25

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Closeout requirements for specific construction activities are also included in the appropriate Sections

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Submittal of warranties.
 - 4. Final cleaning.

B. Related Requirements:

1. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise the Owner of pending insurance changeover requirements.

CLOSEOUT PROCEDURES 01 77 00 - 1

- 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 5. Submit record drawings, maintenance manuals, and similar final record information.
- 6. Deliver tools, spare parts, extra stock, and similar items.
- 7. Complete testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
- 8. Complete final cleanup requirements, including touchup painting.
- 9. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- C. Certificate of Substantial Completion: Refer to Exhibit 01 77 00 A, AIA Document G704-2000 for Certificate of Substantial Completion.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 - 4. Submit consent of surety to final payment.
 - 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

CLOSEOUT PROCEDURES 01 77 00 - 2

- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
 - 1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.
 - 1. One set of Record Documents shall be provided to the Owner and one copy shall be provided to the Architect.
 - 2. Refer to Section 01 78 39, Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - 1. Maintenance manuals.
 - 2. Record documents.
 - 3. Spare parts and materials.
 - 4. Identification systems.
 - 5. Hazards.
 - 6. Cleaning.
 - 7. Warranties and bonds.
 - 8. Tools.

CLOSEOUT PROCEDURES 01 77 00 - 3

3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - c. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Remove stains, spills, and other foreign deposits from paved areas.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01 77 00

OMAIED.

PROJECT NUMBER: 2

Certificate of Substantial Completion

PROJECT:

(Name and address)	CONTRACT FOR: General Construction CONTRACT DATE:	ction ARCHITECT:
	Someon Date.	CONTRACTOR:
		FIELD: □
TO OWNER:	TO CONTRACTOR:	OTHER:
(Name and address)	(Name and address)	
PROJECT OR PORTION OF THE	PROJECT DESIGNATED FOR PARTIAL OF	CCUPANCY OR USE SHALL INCLUDE:
to be substantially complete. Sub- is sufficiently complete in accord intended use. The date of Substan	stantial Completion is the stage in the progre ance with the Contract Documents so that the atial Completion of the Project or portion des	Architect's best knowledge, information and belief, ass of the Work when the Work or designated portion to the Owner can occupy or utilize the Work for its signated above is the date of issuance established by the required by the Contract Documents, except as
Warranty	Date of Commencement	
ARCHITECT	- PV	DATE OF ICCULANCE
ARCHITECT	ВУ	DATE OF ISSUANCE
responsibility of the Contractor to	complete all Work in accordance with the C at of warranties for items on the attached list	nclude any items on such list does not alter the Contract Documents. Unless otherwise agreed to in will be the date of issuance of the final Certificate of
Cost estimate of Work that is in	complete or defective: \$0.00	
The Contractor will complete or c Substantial Completion.	orrect the Work on the list of items attached	hereto within Zero (0) days from the above date of
CONTRACTOR	ВУ	DATE
The Owner accepts the Work or de (date).	esignated portion as substantially complete a	and will assume full possession at (time) on
OWNER	ВУ	DATE
be as follows:		at, utilities, damage to the Work and insurance shall e and review insurance requirements and coverage.)

END OF EXHIBIT 01 77 00 A



SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.

B. Related Requirements:

- 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Section 01 77 00 "Closeout Procedures" for submitting operation and maintenance manuals.
- 3. Section 01 78 39 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
- 4. Divisions 2 through 33 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Submittal:

- 1. Submit (1) draft copy of manual in electronic format for preliminary review and comment by Architect at least 15 days before final inspection.
- 2. Upon Architect approval of draft submittal. Provide (1) hard copy and (1) electronic version of Manual/documents.

1.5 COORDINATION

A. Where operation and maintenance documentation include information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary, to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section 01 78 39 "Project Record Documents."
- E. Comply with Section 01 77 00 "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

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SECTION 01 78 36 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the General Conditions and Supplementary Conditions for terms of the Contractor's period for correction of the Work.

B. Related Requirements:

- 1. Section 01 77 00 "Closeout Procedures" specifies contract closeout procedures.
- 2. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.
- 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. Contractor and a subcontractor, supplier, or manufacturer to execute warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

- C. Prepare a written document ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
 - 1. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Form of Submittal:

- 1. Prior to Substantial Completion compile one (1) draft copy of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer for Architect's review and comment Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- 2. At Substantial Completion compile one (1) hard copy and (1) electronic version of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

A. Submit a summarized list of all project warranties, including durations of each warranty. Submit list at the time of Substantial Completion.

END OF SECTION 01 78 36

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. As-Built Drawings.
 - 2. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

- A. As-Built Drawings: Comply with the following:
 - 1. Submit As-Built Drawings as follows:
 - a. Final Submittal: Submit one (1) hard copy and one 91) electronic copy (pdf format) of marked-up Record Drawings to the Architect for review. Architect will transmit set to the Owner.
- B. Record Product Data: Submit two copies of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.
- C. Provide an electronic copy (pdf format) of as-built drawings and specifications, final reviewed shop drawings, ASIs, PR's, CD's, construction photos, and other pertinent job-related documents. Submit within a portable readable disk, (2) copies. Organize documents in a sub-directory according to information.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one original set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Actual equipment locations.
 - d. Changes made by Change Order or Allowance Adjustment.
 - e. Changes made following Architect's written orders.
 - f. Details not on the original Contract Drawings.
 - g. Field records for variable and concealed conditions.
 - h. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Allowance Adjustment numbers, Architects Supplemental Instructions, Proposal Request, Change Order numbers, and similar identification, where applicable.
 - 7. Where revisions correlate with reference documents, indicate the document name and date issued.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- 3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
- 5. Note related Change Orders, Allowance Adjustments, Record Drawings, and Product Data where applicable.
- 6. Where revisions correlate with reference documents, indicate the document name and date issued.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - a. If possible, a Change Order proposal should include resubmitting updated Product Data. This eliminates the need to mark up the previous submittal.
 - b. Insert requirements for Record Samples if needed. See Evaluations.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and

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in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

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DIVISION 02 – EXISTING CONDITIONS

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected building elements.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting security, individuals and property, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to be Relocated: Existing services/systems will be required to be relocated to facilitate new work. Contractor shall adjust existing services/systems as required.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

- 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, 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 selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE 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 selective demolition systematically.
 - Neatly cut openings 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. 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 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 selective 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. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site.
 - 1. Do not allow demolished materials to 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 building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: As indicated on Drawings.
- B. Existing to Remain: As indicated on Drawings.

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<u>DIVISION 04 – MASONRY</u>

04 01 20.64 BRICK MASONRY REPOINTING

04 01 40 MAINTENANCE OF STONE ASSEMBLIES

04 01 40.61 STONE REPAIRS

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SECTION 04 01 20.64 - BRICK MASONRY REPOINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Repointing joints with mortar.
- 2. Repointing joints with sealant.

1.3 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to repointing brick masonry including, but not limited to, the following:
 - a. Verify brick masonry repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:
 - 1. Coordinate activities with Owner.
 - 2. Remove plant growth.

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- 3. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
- 4. Remove paint.
- 5. Clean masonry.
- 6. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
- 7. Repair masonry, including replacing existing masonry with new masonry materials.
- 8. Rake out mortar from joints to be repointed.
- 9. Point mortar and sealant joints.
- 10. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.

1.6 ACTION SUBMITTALS

- A. Samples for Initial Selection: For the following:
 - 1. Brick masonry units: submit strap of brick masonry units that match existing brick masonry in size, color and texture.
 - 2. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
 - 3. Sealant materials.

1.7 QUALITY ASSURANCE

- A. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches high by 48 inches wide for each type of repointing required, and repoint one of the areas.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 - 4. Build mockup adjacent and parallel to existing surface to confirm brick selection in field.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 BRICK

- A. Face Brick: ASTM C 216, Grade SW, Type FBA.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi.
 - 2. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
 - 3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
 - 4. Size: standard, 3-5/8" x 2-1/4" x 8". Contractor to confirm in field and match existing adjacent brick

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Cement: ASTM C 1329/C 1329M.
- E. Mortar Sand: ASTM C 144.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- F. Water: Potable.

2.4 ACCESSORY MATERIALS

A. Sealant Materials:

- 1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 07 92 00 "Joint Sealants."
 - a. Type: Single-component, nonsag urethane sealant.
- 2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.

B. Joint-Sealant Backing:

- 1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- 2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could leave residue on surfaces.

2.5 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color to match the existing original aged mortar by using specified ingredients. Do not alter specified proportions without Architect's approval.

- 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - Pointing Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime. Add mortar pigments to produce mortar color to match the existing original aged mortar.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove wall mounted items and store during masonry repointing. Reinstall when repointing is complete.

3.2 MASONRY REPOINTING, GENERAL

A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

3.3 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
 - 1. All joints in areas indicated.
 - 2. Joints indicated as sealant-filled joints.
 - 3. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
 - c. Cracks 1/16 inch or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.

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- e. Eroded surfaces 1/4 inch or more deep.
- f. Deterioration to point that mortar can be easily removed by hand, without tools.
- g. Joints filled with substances other than mortar.
- h. Locations identified in the drawings.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - 1. Remove mortar from joints to depth of 2 times joint width, but not less than 3/4 inch or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
 - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

E. Pointing with Mortar:

- 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
- 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
- 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
- 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
- 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Pointing with Sealant: Comply with Section 07 92 00 "Joint Sealants." and as follows:
 - 1. After raking out, keep joints dry and free of mortar and debris.

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- 2. Clean and prepare joint surfaces. Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
- 3. Fill sealant joints with specified joint sealant.
 - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical sealant backing, install bond-breaker tape.
 - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding masonry and matching the contour of adjoining mortar joints.
 - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:
 - 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.
 - d. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
 - e. Sanded Joints: Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Lightly retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.
 - f. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.
- G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify Owner and Architect 48 hours in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Owner and Architect have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

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SECTION 04 01 40 - MAINTENANCE OF STONE ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Stone and Mortar Petrographic Examination follows this section.

1.2 SUMMARY

- A. Section includes maintenance of stone assemblies consisting of stone restoration and cleaning as follows:
 - 1. Unused anchor removal.
 - 2. Repairing stone masonry, including replacing whole and partial units.
 - 3. Repointing joints.
 - 4. Preliminary cleaning, including removing plant growth.
 - 5. Cleaning exposed stone surfaces.

1.3 DEFINITIONS

- A. Very Low-Pressure Spray: Under 100 psi.
- B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- C. Stone Terminology: ASTM C 119.
- D. Face Bedding: Setting of stone with the natural bedding planes (strata) vertical and parallel to the wall plane rather than horizontal or "naturally bedded," which holds bedding planes together by gravity.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings: For the following:
 - 1. Replacement stone units and their jointing, showing relation of existing to new units.
 - 2. Partial replacement stone units (dutchmen).

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- 3. Setting number of each new stone unit and its location on the structure in annotated plans and elevations.
- 4. Provisions for expansion joints or other sealant joints.
- 5. Provisions for flashing, lighting fixtures, conduits, and weep holes as required.
- 6. Replacement and repair anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
- C. Samples for Initial Selection: For the following:
 - 1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching the cleaned stone when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and sources of colored sands from which each Sample was made.
 - 2. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of stone representative of the range of stone colors on the building.
 - a. Have each set contain a close color range of at least six Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
 - 3. Sealant Materials: See Section 07 92 00 "Joint Sealants."
 - 4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
 - 1. Each type of replacement stone. Include sets of Samples as necessary to show full range of color, texture, grain, veining, and finish to be expected. Provide sets of at least two 2-by-12-inch Samples for each type, but no fewer than necessary to indicate full range and the proportion of variations within range.
 - 2. Each type of sand used for pointing mortar; minimum 1 lb of each in plastic screw-top jars.
 - a. For blended sands, provide Samples of each component and blend.
 - b. Identify sources, both supplier and quarry, of each type of sand.
 - 3. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.

- 4. Each type of stone patching compound in form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
- 5. Each type of adhesive.
- 6. Sealant Materials: See Section 07 92 00 "Joint Sealants."
- 7. Accessories: Each type of anchor, accessory, and miscellaneous support.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For restoration specialists, including field supervisors and restoration workers.
- B. Quality-Control Program.
- C. Restoration Program.
- D. Cleaning Program.

1.6 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced stone restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry or new stone masonry is not sufficient experience for stone restoration work.
 - 1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
 - 2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that stone restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond control of restoration specialist firm.
 - 3. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing. When stone units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
- B. Source Limitations: Obtain each type of material for stone restoration (stone, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.

- D. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.
 - 1. Include methods for keeping pointing mortar damp during curing period.
 - 2. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- E. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used, protection of surrounding materials, and control of runoff during operations.
 - If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- F. Cleaning and Repair Appearance Standard: Cleaned and repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Architect. Perform additional paint and stain removal, general cleaning, and spot cleaning of small areas that are noticeably different, so that surface blends smoothly into surrounding areas.
- G. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Stone Plug Repair: Two stone plug repairs for each type of stone indicated to be plugged.
 - b. Crack Injection: Apply crack injection in 2 separate areas.
 - c. Patching: Three small holes at least 1 inch in diameter.
 - 2. Repointing: Rake out joints in 2 separate areas, each approximately 36 inches high by 48 inches wide for each type of repointing required and repoint one of the areas.
 - 3. Cleaning: Clean an area approximately 25 sq. ft. for each type of stone and surface condition.
 - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not use cleaners and methods known to have deleterious effect.

- b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
- 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- 5. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- H. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to stone restoration and cleaning including, but not limited to, the following:
 - a. Construction Schedule: Verify availability of materials, Restoration Specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store lime putty covered with water in sealed containers.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
- B. Repair stone units and repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.

- C. Cold-Weather Requirements: Comply with the following procedures for stone repair and mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect stone repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean stone surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning.

1.9 COORDINATION

A. Coordinate stone restoration and cleaning with public circulation patterns at Project site. Work is near public circulation patterns. Public circulation patterns cannot be closed off, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.10 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Order sand and gray portland cement for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site a sufficient quantity to complete Project.
- C. Perform stone restoration work in the following sequence:
 - 1. Remove plant growth.
 - 2. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint and calking.
 - 4. Clean stone surfaces.
 - 5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 6. Repair stonework, including replacing existing stone with new stone.

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- 7. Rake out mortar from joints to be repointed.
- 8. Point mortar joints.
- 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- 10. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
- 11. Clean stone surfaces.

1.11 Warranty

- A. Provide copies of all manufacturer's guarantees of materials and installation, duly signed and dated.
- B. Include all warranty inspections by a manufacturer's representative necessary to effect the guarantee of material performance and its installation.

PART 2 - PRODUCTS

2.1 INDIANA LIMESTONE MATERIALS

- A. Stone: Provide natural building stone of variety, color, texture, grain, veining, finish, size, and shape to match existing stone and with physical properties as listed below:
 - 1. Physical Properties:
 - a. Compressive Strength: 4000 psi minimum per ASTM C 170.
 - b. Modulus of Rupture: 700 psi minimum per ASTM C 99.
 - c. Absorption: 7 ½% maximum per ASTM C 97.
 - 2. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Quarrying New Stone: Have quarry clearly label the direction of bedding planes when rough stone is quarried, to facilitate cutting stones so that natural bedding planes will be as required in "Cutting New Stone" Paragraph.
- C. Cutting New Stone: Regardless of how existing stone was cut and set, cut each new stone so that, when it is set in final position, natural bedding planes are essentially horizontal.
- D. Date Identification: Stamp with permanent ink on an interior surface of each new stone in easily read 1/4-inch-high characters, "MADE 2022".

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Factory-Prepared Lime Putty: ASTM C 1489.
- D. Quicklime: ASTM C 5, pulverized lime.
- E. Mortar Sand: ASTM C 144 unless otherwise indicated.
 - 1. Color: Provide natural sand of color necessary to produce required mortar color.
 - 2. For pointing mortar, provide sand with rounded edges.
 - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- F. Water: Potable.

2.3 MANUFACTURED REPAIR MATERIALS

- A. Cementitious Crack Filler: An ultrafine superplasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cathedral Stone Products, Inc.; Jahn Injection Grout.
 - b. Edison Coatings, Inc.; Pump-X 53iL.
- B. Stone-to-Stone Adhesive: 2-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F, recommended by adhesive manufacturer for type of stone repair indicated, and matching stone color.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Two-Part Polyester or Epoxy-Resin Stone Adhesive:
 - 1) Akemi North America; MS76 Stone and Marble Adhesive.
 - 2) Bonstone Materials Corporation; Fast Set 41.
 - 3) Edison Coatings, Inc.; Flexi-Weld 520T.

2.4 PAINT REMOVERS

- A. Covered or Skin-Forming Alkaline Paint Remover: Manufacturer's standard covered or skin-forming alkaline formulation for removing paint coatings from masonry.
 - 1. Products: Subject to compliance with requirements, provide one of the:
 - a. Dumond Chemicals, Inc.; Peel Away 1 System.
 - b. PROSOCO; Enviro Klean Safety Peel 1 with Enviro Klean Overcoat.

2.5 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 1/2 cup of laundry detergent, and 20 quarts of hot water for every 5 gal. of solution required.
- D. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 5 quarts of 5 percent sodium hypochlorite (bleach), and 15 quarts of hot water for every 5 gal. of solution required.

2.6 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
- B. Stone Anchors and Pins: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 316 stainless steel.
- C. Sealant Materials:
 - Provide manufacturer's standard chemically curing, elastomeric sealant(s) of base polymer and characteristics indicated below that comply with applicable requirements in Section 07 92 00 "Joint Sealants."
- D. Setting Buttons: Resilient plastic buttons, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units without intruding into required depths of pointing materials.
- E. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
- F. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.

- 1. Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning surface preparation according to manufacturer's literature or certified statement.
- G. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Little possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could do the following:
 - a. Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
 - b. Leave a residue on surfaces.

2.7 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any
 water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain
 its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes.
 Add remaining water in small portions until mortar reaches desired consistency. Use mortar within
 one hour of final mixing; do not retemper or use partially hardened material.
- B. Do not use admixtures in mortar unless otherwise indicated.
- C. Mortar Proportions: Mix mortar materials in the following proportions:
 - 1. Pointing Mortar for Stone: 1 part ASTM C-150 Type I or II portland cement, 2 parts ASTM C-207 Type S hydrated lime, and 9 parts ASTM C-144 sand.
 - 2. Rebuilding (Setting) Mortar: 1 part ASTM C-150 Type I or II portland cement, 1 part ASTM C-207 Type S hydrated lime, and 6 parts ASTM C-144 sand.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from stone restoration work.

- 1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- B. Prevent mortar from staining face of surrounding stone and other surfaces.
 - 1. Cover sills, ledges, and projections to protect from mortar droppings.
 - 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar in contact with exposed stone and other surfaces.
 - 4. Clean mortar splatters from scaffolding at end of each day.

3.2 UNUSED ANCHOR REMOVAL

- A. Remove stone anchors, brackets, wood nailers, and other extraneous items no longer in use unless identified as historically significant or indicated to remain.
 - 1. Remove items carefully to avoid spalling or cracking stone.
 - 2. Where directed, if an item cannot be removed without damaging surrounding stone, do the following:
 - a. Cut or grind off item approximately 3/4 inch beneath surface and core drill a recess of same depth in surrounding stone as close around item as practical.
 - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
 - 3. Plug the hole where each item was removed unless directed to remove and replace the stone unit.

3.3 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole stone units as possible.

- 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
- 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
- 3. Store stone for reuse. Store off ground, on skids, and protected from weather.
- 4. Deliver cleaned stone not required for reuse to Owner unless otherwise indicated.
- E. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged stone with other removed stone and salvaged stone in good quality, where possible, or with new stone matching existing stone, including size. Do not use broken units unless they can be cut to usable size.
- G. Do not allow face bedding of stone. Before setting, inspect to verify that each stone has been cut so that, when it is set in final position, natural bedding planes are essentially horizontal. Reject and replace stone with vertical bedding planes except as required for arches, lintels, and copings.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
 - 1. Maintain joint width for replacement stone to match existing joints.
 - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of size and type indicated.
 - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
 - 2. Rake out mortar used for laying stone before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing stone, and at same time as repointing of surrounding area.
 - 3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.4 STONE PLUG REPAIR

- A. Remove cylindrical piece of damaged stone by core-drilling perpendicular to stone surface.
- B. Prepare a replacement plug by core-drilling replacement stone. Use a drill sized to produce a core that will fit into hole drilled in damaged stone with only minimum gap necessary for adhesive. Cut and install plug so that, when it is set in final position, natural bedding planes will match the orientation of bedding planes of the backing stone unless otherwise indicated.

- C. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of existing stone and plug, completely filling all crevices and voids.
- D. Apply plug while adhesive is still tacky and hold securely in place until adhesive has cured.
- E. Clean adhesive residue from exposed surfaces.

3.5 CRACK INJECTION

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch-diameter injection holes as follows:
 - 1. Transverse Cracks Less Than 3/8 inch Wide: Drill holes through center of crack at 12 to 18 inches o.c.
 - 2. Transverse Cracks More Than 3/8 inch Wide: Drill holes through center of crack at 18 to 36 inches o.c.
 - 3. Delaminations: Drill holes at approximately 18 inches o.c. both vertically and horizontally.
 - 4. Drill holes 2 inches deep. Where possible drill holes in mortar joints.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.
- D. Place plastic injection ports in drilled holes and seal face of cracks between injection ports with clay or other nonstaining, removable plugging material. Leave openings at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; where possible, begin at lower end of injection area and work upward. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or other suitable material and begin injecting filler at adjacent port, repeating process until all ports have been injected.
- F. Clean cementitious crack filler from face of stone before it sets by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" Article.

3.6 CLEANING STONE, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each stone material and location.

- 1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes.
- 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage stone.
 - a. Equip units with pressure gages.
- 3. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 15 to 45 degrees.
- 4. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging stone surfaces.
- D. Water Application Methods:
 - 1. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of stone and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.7 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from stone surfaces. Remove loose soil or debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of material from surface of stone with sharp chisel. Do not scratch or chip stone surface.
 - 2. Remove paint and calking with alkaline paint remover.
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Repeat application up to two times if needed.

3.8 PAINT REMOVAL

A. Paint Removal with Covered or Skin-Forming Alkaline Paint Remover:

- 1. Remove loose and peeling paint using low-pressure spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
- 2. Apply paint remover to dry, painted stone with trowel, spatula, or as recommended by manufacturer.
- 3. Apply cover, if required by manufacturer, per manufacturer's written instructions.
- 4. Allow paint remover to remain on surface for period recommended by manufacturer or as determined in test panels.
- 5. Scrape off paint and remover and collect for disposal.
- 6. Rinse with cold water applied by low-pressure spray to remove chemicals and paint residue.
- 7. Apply acidic cleaner or manufacturer's recommended afterwash to stone, while surface is still wet, using low-pressure spray equipment or soft-fiber brush. Let cleaner or afterwash remain on surface as a neutralizing agent for period recommended by chemical-cleaner or afterwash manufacturer.
- 8. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.

3.9 CLEANING STONEWORK

- A. Steam Cleaning: Apply steam at very low pressures not exceeding 30 psi. Remove dirt softened by steam with wood scrapers, stiff-nylon or -fiber brushes, or cold-water wash, as indicated by cleaning tests.
 - 1. Use steam cleaning method to clean limestone corbel/bracket.

B. Detergent Cleaning:

- 1. Wet stone with hot water applied by low-pressure spray.
- 2. Scrub stone with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that stone surface remains wet
- 3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.
- 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

C. Mold, Mildew, and Algae Removal:

- 1. Wet stone with hot water applied by low-pressure spray.
- 2. Apply mold, mildew, and algae remover by brush.
- 3. Scrub stone with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that stone surface remains wet
- 4. Rinse with cold water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.

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5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

3.10 REPOINTING STONEWORK

- A. Rake out and repoint joints to the following extent:
 - 1. All joints in areas indicated.
 - 2. Joints where mortar is missing or where they contain holes.
 - 3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
 - 4. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
 - 5. Joints where they sound hollow when tapped by metal object.
 - 6. Joints where they are worn back 1/4 inch or more from surface.
 - 7. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
 - 8. Joints where they have been filled with substances other than mortar.
 - 9. Joints indicated as sealant-filled joints.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - 1. Remove mortar from joints to depth of 2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.
 - 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
 - a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders without Architect's written approval based on approved quality-control program.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

- 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
- 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
- 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.11 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

3.12 FIELD QUALITY CONTROL

A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

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B. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make observations of work areas at lift device or scaffold location.

END OF SECTION 04 01 40

SECTION 04 01 40.61 - STONE REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Repairing stone masonry.
- B. Related Requirements:
 - 1. Section 07 92 00 Joint Sealants for vertical pointing of stone sections.

1.3 DEFINITIONS

- A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- B. Rift: The most pronounced direction of splitting or cleavage of a stone.
- C. Stone Terminology: ASTM C119.

1.4 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform stone repair work in the following sequence, which includes work specified in this and other Sections:
 - 1. Clean stone.
 - 2. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 3. Repair stonework, including replacing existing stone with new stone.

- 4. Rake out mortar from joints to be repointed.
- 5. Point mortar and sealant joints.
- 6. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use.
 - 3. Include test data substantiating that products comply with requirements.
- B. Samples for Initial Selection: For the following:
 - 1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
 - 2. Sand Types Used for Mortar: Minimum 8 oz. of each in plastic screw-top jars.
 - 3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of stone representative of the range of stone colors on the building.
 - a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
 - 4. Include similar Samples of accessories involving color selection.
- C. Samples for Verification: For the following:
 - 1. Each type of replacement stone. Include sets of Samples to show full range of color, texture, grain, veining, and finish to be expected. Provide sets of at least two 6-by-6-inch Samples for each type, but no fewer than necessary to indicate full range and proportion of variations within range.

- 2. Each type of patching compound in form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
- 3. Each type of adhesive.
- 4. Accessories: Each type of anchor, accessory, and miscellaneous support.

1.6 QUALITY ASSURANCE

- A. Stone Repair Specialist Qualifications: Engage an experienced stone repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.
 - 1. Field Supervision: Stone repair specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repair work is in progress.
 - 2. Stone Repair Worker Qualifications: When stone units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.
- B. Mockups: Prepare mockups of stone repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Partial Stone Replacement: One partial stone replacements (dutchman repairs).
 - b. Crack Injection: Apply crack injection in locations identified in the drawings.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle stone to prevent overstressing, chipping, defacement, and other damage.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair stone units only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Hot-Weather Requirements: Protect stone repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- D. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Source Limitations: Obtain each type of material for repairing stone (stone, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 STONE MATERIALS

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone and with physical properties as listed below:
 - 1. Physical Properties for Limestone:
 - a. Compressive Strength: according to ASTM C170/C170M.
 - b. Modulus of Rupture: according to ASTM C99/C99M.
 - c. Absorption: according to ASTM C97/C97M.
 - d. Bulk Specific Gravity: according to ASTM C97/C97M.
 - 2. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
- D. Mortar Cement: ASTM C1329/C1329M.
- E. Mortar Sand: ASTM C144.
 - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Davis Colors.
 - b. LANXESS Corporation.
 - c. Solomon Colors, Inc.
- 2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than stone units being repaired, and develops high bond strength to all types of stone.
- 3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
- 4. Formulate patching compound in colors, textures, and grain to match stone being patched. Provide sufficient number of colors to enable matching of each piece of stone.
- G. Cementitious Crack Filler: Ultrafine superplasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.
- H. Basis-of-Design Product: Subject to compliance with requirements, provide Cathedral Stone Products, Inc.; Jahn M30 #31 Micro Injection Grout or a comparable product by one of the following:
 - 1. Edison Coatings, Inc.
- I. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F, recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Akemi North America.
 - b. Bonstone Materials Corporation.
 - c. Edison Coatings, Inc.

2.4 ACCESSORY MATERIALS

A. Stone Repair Anchors and Pins: Mechanical fasteners and pins of Type 304 stainless steel; designed for stone stabilization and pinning stone pieces; matching shape and size of existing anchors unless otherwise indicated.

- B. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could leave residue on surfaces.

2.5 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - 1. Rebuilding (Setting) Mortar by Volume: 1 part portland cement, 1 part lime, and 6 parts sand.
 - 2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated, with cementitious material limited to portland cement and lime.

- 3. Rebuilding (Setting) Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
- 4. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of color to match existing.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.

3.2 STONE REPAIR, GENERAL

A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 25 feet away by Architect.

3.3 PARTIAL STONE REPLACEMENT

- A. Remove defective portion of existing stone unit. Carefully remove defective portion of stone by making vertical and horizontal saw cuts at face of backing stone and removing defective material to depth required for fitting partial replacement (dutchman).
 - 1. Make edges of backing stone at cuts smooth and square to each other and to finished surface; essentially rectangular. Make back of removal area flat and parallel to stone face.
 - 2. Do not overcut at corners and intersections. Hand trim to produce clean sharp corners with no rounding and no damage to existing work to remain.
 - 3. If backing stone becomes further damaged, remove damaged area and enlarge partial replacement as required.
- B. Remove mortar from joints that abut area of stone removal to same depth as stone was removed. Remove loose mortar particles and other debris from surfaces to be bonded and surfaces of adjacent stone units that will receive mortar by cleaning with stiff-fiber brush.

- C. Cut and trim partial replacement to accurately fit area where material was removed from backing stone. Fabricate to size required to produce joints between partial replacement and backing stone of no more than 1/16 inch in width, and to produce joints between partial replacement and other stones that match existing joints between stones. Cut partial replacement so that, when it is set in final position, natural bedding planes will match the orientation of bedding planes of the backing stone unless otherwise indicated.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage to match existing anchoring device. Use stainless-steel anchoring devices set into backing stone or masonry and into, but not through, the partial replacement. Center and space anchors 3 to 5 inches apart and at least 2 inches from any edge. Insert anchors into backing stone or masonry and into partial replacement per anchor manufacturer's written instructions, but no closer than 3/4 inch from exposed face of partial replacement.
- E. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of backing stone and partial replacement, completely filling all crevices and voids.
- F. Apply partial replacement while adhesive is still tacky and hold securely in place until adhesive has cured. Use temporary shims, clamps, wedges, or other devices as necessary to align face of partial replacement with face of backing stone.
- G. Clean adhesive residue from exposed surfaces.

3.4 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched on drawings.
 - 2. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch in least dimension.
 - 3. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch in least dimension and more than 1/4 inch deep.
- B. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch thick, but not less than recommended in writing by patching compound manufacturer.
- C. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- D. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.

- E. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- F. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
 - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
 - 2. Carved Details: Build patch up 1/4 inch above surrounding stone, and carve surface to match adjoining stone after patching compound has hardened.
- G. Keep each layer damp for 72 hours or until patching compound has set.
- H. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.5 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.6 STONE WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess stone materials are Contractor's property.
- B. Stone Waste: Remove stone waste and legally dispose of off Owner's property.

END OF SECTION 04 01 40.61

Elkhart County Courthouse West Exterior Stair Reconstruction Goshen, Indiana

2261-4862-01

DIVISION 05- METALS

05 50 00 METAL FABRICATIONS

05 73 00 DECORATIVE METAL RAILINGS

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SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel framing and supports.

1.3 COORDINATION

A. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
 - 1. Steel framing and supports.

1.5 INFORMATIONAL SUBMITTALS

- A. Mill Certificates: Signed by stainless-steel manufacturers, certifying that products furnished comply with requirements.
- B. Field conditions measuring existing conditions at each entrance balcony. Fabrication of framing shall not begin until field measurements have been submitted and coordinated with required Action Submittal.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

METAL FABRICATIONS 05 50 00 - 1

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication. Informational Submittal shall be provided to Engineer prior to fabrication.

PART 2 - PRODUCTS

2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
 - 1. Galvanized Steel: ASTM A653/A653M, structural steel, Grade 33 (Grade 230), with G90 (Z275) coating.

2.2 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners.
- B. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593 CW; with hex nuts, ASTM F 594; and, where indicated, flat washers; Alloy Group 1.
- C. Post-Installed Anchors: chemical anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: ASTM F 593 CW, Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.3 MISCELLANEOUS MATERIALS

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FABRICATION, GENERAL

A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

METAL FABRICATIONS 05 50 00 - 2

- B. Form exposed work with accurate angles and surfaces and straight edges.
- C. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- G. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Prime miscellaneous framing and supports with primer specified in Section 09 96 00 "High-Performance Coatings" where indicated.

2.6 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.

METAL FABRICATIONS 05 50 00 - 3

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners indicated to be fastened to inplace construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

END OF SECTION 05 50 00

METAL FABRICATIONS 05 50 00 - 4

SECTION 05 73 00 - DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - Steel decorative railings.

1.3 DEFINITIONS

A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas, pedestrian guidance and support, visual separation, or wall protection.

1.4 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Steel: 72 percent of minimum yield strength.
- B. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

- a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
- b. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

- 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Manufacturer's product lines of railings assembled from standard components.
 - 2. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1.6 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.7 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.
 - Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
- D. Preinstallation Conference: Conduct conference at Project site.

1.8 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not suit structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Steel Decorative Railings:
 - a. Builders Ironworks, Inc.
 - b. Helgeson Steel, Inc
 - c. Art Iron, Inc.
 - d. Almet, Inc.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
 - 1. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.

2.3 STEEL

- A. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- B. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.4 FASTENERS

- A. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- B. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless otherwise indicated.
- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

2.5 MISCELLANEOUS MATERIALS

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

- 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
- 2. Obtain fusion without undercut or overlap.
- 3. Remove flux immediately.
- 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.
- I. Form changes in direction as follows:
 - 1. By bending to smallest radius that will not result in distortion of railing member.
- J. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of hollow railing members with prefabricated end fittings.
- L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch or less.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- N. Provide anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- O. For railing posts set in concrete, provide stainless-steel sleeves not less than 6 inches long with Retain first paragraph below if required or if allowed by authorities having jurisdiction.

2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.8 STEEL FINISHES

- A. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:
 - 1. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
 - 2. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
 - 3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils.
 - 4. Color: Match University standard 'Spartan Brown'.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

3.3 ANCHORING POSTS

A. Surface mount posts to the top of the stone stairs using base bracket and adhesive anchors capable of withstanding indicated loads.

3.4 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 92 00 JOINT SEALANTS

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SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section pertains to:
 - 1. Joint Sealants
- B. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.5 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.

- 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
- 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
 - 1. Architectural sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
 - 3. Sealants and sealant primers for nonporous substrates shall have a VOC content of 775 g/L or less.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. GE Construction Sealants; Momentive Performance Materials Inc.
 - b. Sika Corporation.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Sika Corporation; Joint Sealants; Sikaflex 15LM. or a comparable product by another manufacturer.
- B. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 35, Uses T and NT.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bostik, Inc; Chem-Calk 955-SL. or a comparable product by another manufacturer.

2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BASF Corporation-Construction Systems.
 - b. Construction Foam Products; a division of Nomaco, Inc.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

a. Concrete.

- b. Masonry.
- c. Unglazed surfaces of ceramic tile.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.

- 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
 - 4. Provide flush joint profile according to Figure 8B in ASTM C 1193.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces (JS-1).
 - 1. Joint Locations:
 - a. Perimeter EXTERIOR joints between frames of doors, windows, and louvers.
 - 2. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
 - 3. Joint-Sealant Color: Match existing color of caulking.
- B. Joint-Sealant Application: Exterior vertical joints in nontraffic surfaces (JS-2).
 - 1. Joint Locations:
 - a. Vertical joints in horizontal limestone accent band.

- b. Vertical joints between limestone accents and brick masonry where identified on the drawings.
- 2. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
- 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Exterior horizontal joints in traffic surfaces (JS-3).
 - Joint Locations:
 - a. Horizontal joint between concrete paving and brick masonry along the south wall of the building adjacent to storefront entry.
 - 2. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 35, Uses T and NT.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

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