

SEPTEMBER 1, 2017

PROJECT MANUAL FOR CONSTRUCTION OF THE

**RENOVATION FOR
MURPHY'S CREEK TOWNHOMES
AUSTIN, MN**

CONSTRUCTION SET

**OWNER
MURPHY'S CREEK TOWNHOMES
OF AUSTIN
LIMITED PARTNERSHIP
3601 18TH ST. S. #117
ST. CLOUD, MN 56301
(320) 259-0393**

**ARCHITECT
P.B.A. ARCHITECTS, INC.
1851 BIRCH LANE N.E.
LONGVILLE, MN 56655
(218) 363-2530**

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PHILIP S. BLOTT

REG. NO 10600

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PROJECT MANUAL
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**SECTION 00020
INVITATION FOR BIDS**

Murphy's Creek Townhomes of Austin Limited Partnership invites prospective Sub Bidders to submit sealed bids for the construction of Murphy's Creek Townhomes of Austin, MN.

Bids will be received for the total Work, including the Site Work, General Construction, Mechanical and Electrical work by Lumber One Avon, Inc.

Sealed bids will be received at the Offices of the Lumber One Avon, Inc. until 3:00 P.M CDT, Thursday, October 12, 2017 will be opened privately. All bids shall be clearly labeled on the outside of the envelope: Murphy's Creek Townhomes of Austin, MN. Bids shall be submitted in duplicate. Bids received after this date and hour will be returned unopened. Faxed and E-Mailed Bids are acceptable.

Bids shall be addressed to:
Lumber One Avon, Inc.
101 2nd St. N. W.
P.O. Box 7
(320)356-7342

Proposal Forms, Contract Documents, Drawings, and Specifications as prepared by PBA Architects, Inc., 1851 Birch Lane N.E., Longville, MN (218-363-2530) are available from the General Contractor.

Murphy's Creek Townhomes of Austin Limited Partnership and Lumber One Avon, Inc. reserve the right to reject any or all bids received and to waive informalities and irregularities in the bidding.

**SECTION 00120
SUPPLEMENTARY INSTRUCTIONS
TO BIDDERS**

1. BID FORMS

Bid Documents shall be enclosed in two envelopes, one within the other, both of which shall be sealed and clearly labeled with the words "Contract Bid Documents", the project number, name of bidder, and date and time of opening so as to guard against premature opening of any bid. All bids shall be subject to all requirements of the Specifications, the Drawings and the Instructions to Bidders and Supplements thereto. Murphy's Creek Townhomes of Austin may consider as invalid any bid containing additions, omissions, alterations, or departures from the Bid Form provided.

2. INTERPRETATIONS

Requests for interpretations shall be made to the Architect's office at 1851 Birch Lane N.E., Longville, MN 56655

3. STATEMENT OF BIDDER'S QUALIFICATIONS

Murphy's Creek Townhomes may require a Statement of Qualifications on the AIA Form A305 "Contractor's Qualification Statement", furnished for that purpose, of the bidder's financial resources, his construction work experience, and his organization and equipment available for the work contemplated. The Murphy's Creek Townhomes of Austin shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Murphy's Creek Townhomes of Austin all such information and data for this purpose as the Murphy's Creek Townhomes of Austin may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Murphy's Creek Townhomes of Austin that the bidder is qualified to carry out properly the terms of the Specifications.

4. CORRECTIONS

Erasures or other changes in the bid must be dated and initialed over the signature of the bidder.

5. WITHDRAWAL OF BIDS

No bid shall be withdrawn for a period of thirty (30) calendar days subsequent to the opening of bids without written permission of Murphy's Creek Townhomes of Austin.

6. REJECTION OF BIDS

In determining the successful bidder, the following elements in addition to those above mentioned will be considered; whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience; (5) has made a good faith effort to employ area residents.

7. PERFORMANCE BOND

- a. The Performance Bond shall be in the same form as that included in the Contract Documents. This bond shall be signed by a guaranty or surety company licensed to do business in the State of Minnesota, and the penal sum shall be within the maximum specified for such company in said Circular 570.
- b. If a default occurs and a more favorable Bid is received by a readvertising, the defaulting Bidder shall have no claim against Murphy's Creek Townhomes of Austin for a refund.
- c. Performance and Payment Bonds and Bid Bonds shall be underwritten with responsible insurance carriers, with A.M. best's rating of not less than an A10 and otherwise satisfactory to PBA Architects and Murphy's Creek Townhomes of Austin and licensed to provide insurance in the state of Minnesota.
- d. Also refer to U.S. Treasury Circular 570.

8. INSPECTION OF SITE BY BIDDERS

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work and should inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract.

Construction drawings of the existing building are available at the Architect's office for inspection by interested parties. Construction Documents have been prepared with the use of original construction drawings of this building. Changes made during the original construction may not be reflected in those drawings.

Any changes not reflected in the original drawings or in these documents which could have been determined during site visit and which affect current work will not result in a cost change to the Owner.

9. NAMING OF MAJOR SUBCONTRACTORS

It is mandatory that the bidder name his proposed major subcontractors to the Architect at the bid opening confirmed in writing within twenty-four (24) hours. No change will be permitted in the named acceptable subcontractors without just cause as substantiated by the bidder and approved by the Owner and Architect.

10. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids. Facsimile (FAX) transmissions are not acceptable. Each such request shall include the name of the material or equipment for which it is to be substituted including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The architect's decision of approval or disapproval of a proposed substitution shall be based on an evaluation of not just the quality of the product, but the manufacturers' and representatives reliability and ethics as well. The decision of the architect shall be final.

If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

11. ADDENDAS

Addenda will be mailed to all who are known by the Architect to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda will be issued later than seven (7) days prior to the date for the receipt of Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issues, and he shall acknowledge their receipt in his bid.

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AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 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.

9 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 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

MURPHY'S CREEK TOWNHOMES
AUSTIN, MN
FOR
MURPHY'S CREEK TOWHOMES OF AUSTIN LIMITED PARTNERSHIP
3601 18TH ST. S. #117
ST. CLOUD, MN 56301

1.00 BID

The undersigned, having carefully examined the site, related all conditions affecting the cost of the work, Drawings and Specifications, Addenda (if any) and Instructions to Bidders hereby affirms and agrees to enter into a contract in accordance with the Contract Documents to furnish all labor, materials, equipment and other items of expense necessary to perform and complete the entire work in accordance with drawings and specifications for the sum of:

1.01 BASE BID

NOTE: Bidder must also complete or comply with all remaining provisions of this Bid Form.

_____ DOLLARS (\$ _____)

Contractor's Name: Lumber One Avon _____

Signature: _____

Address: _____

Date: _____

2.00 ADDENDA

The following addenda to the Contract Documents are acknowledged:

ADDENDUM _____ DATED _____

ADDENDUM _____ DATED _____

ADDENDUM _____ DATED _____

3.00 COMPLETION TIME

The undersigned hereby affirms and agrees, if awarded the Contract within 30 days after the date of bid opening, to the work substantially complete as well as finally complete within a period not exceeding 210 calendar days of the date of the Order to Proceed.

4.00 WITHDRAWAL OF BID

Bidders acknowledge that bids submitted shall be effective and may not be withdrawn for a period of 30 days following the date of bid opening. If written notice of acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the Notice of Award and the Contract are presented to him for signature

5.00 SUBCONTRACTORS

5.01 SUBCONTRACTORS LIST

A. The following are the subcontractors that we intend to subcontract work to for this project.

Name of Major Subcontractor

Type of Trade

_____	_____
_____	Mechanical
_____	Electrical
_____	_____

7.00 FINANCIAL STATEMENT

The Bidder is prepared to submit a financial and experience statement upon request.

8.00 AWARD OF BIDS

In submitting this Bid, the Bidder understands that the right is reserved by Burl Oaks Townhomes of Sartell Limited Partnership to reject any and all bids. The Owner reserves the right to accept any one of the above bids and to accept Alternates other than the order in which they are listed.

Bidders (Firm): _____

Address: _____

Social Security # _____

Title _____

By: _____ Date _____
(Signature of person authorized to sign bid)

Treasury Number _____

Official Address (including zip code)

City License Number _____ (If Applicable)

AIA DOCUMENT A101-1997

I *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)

_____ day of _____

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

The Project is:
(Name and location)

The Architect is:
(Name, address and other information)

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.



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Washington, D.C. 20006-5292



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, or other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Dollars (\$ _____),

subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

4.3 Unit prices, if any, are as follows:

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 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 shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add 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), less retainage of _____ percent (_____ %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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 Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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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:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

7.4 The Contractor's representative is:
(Name, address and other information)

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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AGREEMENT

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

This document has been approved and endorsed by The Associated General Contractors of America.



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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding 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 Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

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

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



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complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.5.2 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in



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the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

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 Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, 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.

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

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in



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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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.



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3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

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

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract



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Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

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

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- 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 Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.



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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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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 maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

3.12.3 Samples are physical examples which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 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 which 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



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the Contract Documents 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



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3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

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

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be



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construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 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 Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 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.



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4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

4.2.6 The Architect will have 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 Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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 Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 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, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.



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The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial 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 so rendered in good faith.

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.



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4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

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

4.3.7.2 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.

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

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a



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condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.8 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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be



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subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 **Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



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4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the



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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

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

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

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the



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Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

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

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

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 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 Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.



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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. 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 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 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 Subparagraph 7.3.6.

7.3.4 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 shall be limited to the following:

1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



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- 4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

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

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

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

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

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

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

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given



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by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3

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

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.



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

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

9.4 CERTIFICATES FOR PAYMENT

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

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



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opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

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

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

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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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



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9.7 FAILURE OF PAYMENT

9.7.1 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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



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

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that



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portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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



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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 load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

10.6 EMERGENCIES

10.6.1 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



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extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 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. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. 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 in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner



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shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.

11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1.

11.4 PROPERTY INSURANCE

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

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

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

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

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

11.4.1.5 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial



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occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

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

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

11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



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

11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

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 required 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 which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.



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12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections 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 Paragraph 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 Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance 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 Paragraph 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work which 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which 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.



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ARTICLE 13 MISCELLANEOUS PROVISIONS

12.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

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

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 which do not become requirements until after bids are received or negotiations concluded.

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



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13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

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



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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

- 1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- 2 an act of government, such as a declaration of national emergency which 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 Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 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 Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

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

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



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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



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SECTION 00800
SUPPLEMENTARY CONDITIONS

1.00 GENERAL

1.01 SCOPE AND INTENT

The Supplementary Conditions modify, amplify, delete, and/or add to the General Conditions. Where any article, paragraph, sub-paragraph or part in the General Conditions is amended by the Supplementary Conditions, the provisions of such articles, paragraphs, subparagraphs or parts not so amended shall remain in effect.

1.02 TABLE OF ARTICLES OF SUPPLEMENTARY CONDITIONS

Article	Title	General Conditions Reference Article
15	General Provisions	1
16	Owner	2
17	Contractor	3
18	Administration of the Contract	4
19	SubContractors	5
20	Construction By Owner or By Separate Contractors	6
21	Changes in the Work	7
22	Time	8
23	Payments and Completions	9
24	Protection of Persons and Property	10
25	Insurance and Bonds	11
26	Uncovering and Correction of Work	12
27	Miscellaneous Provisions	13
28	Termination or Suspension of the Contract	14

2.00 ARTICLES OF SUPPLEMENTARY CONDITION

ARTICLE 15 CONTRACT DOCUMENTS

Article 1 - No amendment is made.

ARTICLE 16 OWNER

Article 2 - No amendment is made.

ARTICLE 17 CONTRACTOR

Article 3 is amended as follows:

3.3 Add:

3.3.5 Substitutions: Materials, products or methods specified by name of manufacturer brand, model, trade name of catalog reference shall be furnished under the Contract unless changed as hereinafter provided. Where two or more materials, products or methods are named, the choice of these shall be optional with the Contractor. Any requests for approvals of substitutions and equal materials, products or methods, shall be submitted as an alternate at the time of bidding. If a substitution is approved, it shall be used in accordance with the terms of the Alternate Change Order, Field Order, or other written order. If a substitution is approved, furnish required submittals before execution of contract, etc.

3.12 Add:

312.12 Wherever manufacturer's printed specifications or instructions are by reference made a part of this specification, the Contractor upon demand shall furnish copies of such specifications or instructions to the Architect.

ARTICLE 18 ADMINISTRATION OF THE CONTRACT

Article 4 No amendment is made.

ARTICLE 19 SUBCONTRACTORS

Article 5 is amended as follows:

5.3.2 Nothing in any subcontractual agreement shall create contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

ARTICLE 20 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Article 6 - No amendment is made.

ARTICLE 21 CHANGES IN THE WORK

Article 7 - No amendment is made.

ARTICLE 22 TIME

Article 8 - No amendment is made.

ARTICLE 23 PAYMENTS AND COMPLETION

Article 9 - No amendment is made.

ARTICLE 24 PROTECTION OF PERSONS AND PROPERTY

Article 10 - No amendment is made.

ARTICLE 25 INSURANCE AND BOND

Article 11 is amended as follows:

11.1.2 Delete in entirety and substitute therefore:

11.1.2 The Insurance required by subparagraph 11.1.1 shall be written for not less than any limits of liability specified below or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under paragraph 4.18. The Contractor's minimum limits of liability which he shall also require from his Subcontractors unless he shall insure their operations under this policy shall be as follows:

.1 Workman's Compensation Employer's Liability (These shall include "universal" or "all states" endorsement.)	Statutory Limit \$100,000
.2 Comprehensive General Liability Bodily Injury and Property Damage	\$500,000 each occurrence \$500,000 aggregate
Personal Injury	\$500,000 aggregate

Comprehensive Automobile Liability:
Bodily Injury and Property Damage
Combined

\$500,000 each
occurrence

\$500,000
aggregate

OR

(in lieu of items in .2a above)

.2b Single Limit Policy

\$2,000,000 each
occurrence

exclusions for explosion, collapse and underground property (XCU) shall be removed from all policies.

11.1 Add:

11.1.5 Contractor's liability Insurance shall be written by a company or companies acceptable to the Owner on broad form comprehensive general liability from with all coverages indicated. Coverage shall be on an "occurrence" basis and not an "accident" basis. Insurance specified therein shall be considered as minimum requirements and the Contractor is responsible for providing and additional insurance deemed necessary to protect his interests from other hazards or claims in excess of the minimum coverage.

11.1.6 Approval of the Insurance by the Owner or Architect shall not relieve or decrease the liability of the Contractor hereunder. It is understood that the Owner and the Architect do not in any way represent the insurance or the limits of Insurance specified in these articles are sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

11.1.6 Where special or unusual hazards peculiar to this project are foreseeable, the Contractor shall take such steps as are necessary to insure himself, the Owner and the Architect against the hazards and shall be responsible for any damage, including water, which results from the occurrence of such hazards in connection with this project.

11.3.7 Add:

11.3.7.1 The Owner, the Architect, the Engineers, all Contractors, all subcontractors and all sub-subcontractors waive all rights against each other for damages caused by fire or other peril, to the extent that the fire or other peril is covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, for claims arising during construction and guarantee periods required by this contract, except such rights as they may have to the proceeds of this insurance.

11.3.7.2 Should the Owner upon termination of the Builders' Risk Insurance neglect, fail, or refuse to effect and maintain permanent Property Insurance on this Project, the Owner hereby waives any claim against the Architect, the Engineers, all Contractors, all subcontractors and all sub-subcontractors for damage to his properties from the perils covered under such terminated Builders' Risk Insurance.

ARTICLE 26 UNCOVERING AND CORRECTION OF WORK

Article 12 is amended as follows:

12.2.2 Add: The guarantee period required by this subparagraph for those items remaining to be completed, corrected or adjusted after the date of Substantial Completion shall begin on the date of Final Completion.

ARTICLE 27 MISCELLANEOUS PROVISIONS

Article 13 - No Amendment is made.

ARTICLE 28 TERMINATION OF THE CONTRACT

Article 14 - No amendment is made.

1.00 GENERAL

1.01 SCOPE

- A. Work Includes but not limited to:
1. The remodeling of Twelve Buildings and One Community Building for a total of 88 Units. Buildings are two story construction with attached garages.
 2. All related site work, drives and walks.
 3. Remodeling
 - a. Blacktop repair seal coat, repainting
 - b. Landscape and signage under an allowance
 - c. Concrete walk and garage apron removal and replacement at all cracked or heaved areas
 - d. Replacement of all exterior windows and patio doors
 - e. 4 overhead door, replacements
 - 10 overhead doors, repairs
 - 88 overhead doors, seals
 - 88 overhead doors, electric operators
 - f. Install combination storm/screen/doors at all unit entries and replace 5 unit entry doors and paint all unit entry doors
 - g. Replacement of all mechanical and storage room exterior doors.
 - h. Reshingling of all roofs
 - i. Replace all kitchen countertops with new sinks and faucets
 - j. Replace all bathroom sink and tub/shower faucets
 - k. Replace 10 bath vanity cultured marble integral top and sink
 - l. Replace 45 bath mirrors
 - m. Replace 20 kitchen sink base cabinet floors
 - n. Reattach all unit kitchen overhead cabinets
 - o. Replace 2 water conditioners
 - p. Replace 4 hot water boiler
 - q. Install 65 thru wall air conditioners at second floor unit bedrooms
 - r. Replace unit appliances to include
 - 8 washers
 - 11 dryers
 - 10 dishwashers
 - 10 refrigerators
 - 16 ranges
 - s. Community Building work to include:
 - New interior office window
 - Decorating allowance
 - Furnishing allowance
- B. The Project is located at the intersection of CSAH 45 and 25th Avenue N.W.
- C. Contractor's Duties:
1. Provide and pay for: labor, materials, and equipment; tools, construction equipment and machinery; and water, heat, and utilities required for construction.
 2. The project is sales tax inclusive. General Contractor must submit material invoices with each monthly request for payment for the materials included in that request. These will aid the Owner in reimbursement of material sales tax at project completion.
 3. As applicable at the time of receipt of bids, secure and pay for permits, fees, and licenses necessary for execution and completion of the work.
 4. Give required notices.
 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.

6. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned task.
7. Obtain all required government utility companies and other agency approvals for layout, equipment, etc.
8. Coordination of work with other trades and prompt notification of requirements effecting execution of work.
9. General Contractor is responsible for the compliance with the 2008 Green Communities Criteria including the 2009 Minnesota Overlay Nos. 5-1, 5-2, 5-3a, 5-3b and 5-4.

1.02 CONTRACTS

Construct work under a single lump-sum contract.

1.03 SCHEDULE OF WORK

TIME IS AN ESSENTIAL CONDITION OF COMPLETION. Each subcontractor shall organize his work in such a way as to be able to enter upon the site at the scheduled date for the start of the work and shall perform the work diligently and expeditiously to complete the various phases within the allotted times.

1.04 EXAMINATION OF SITE

- A. It will be required and expected that each (Sub) Contractor before submitting a proposal for work required under these Contract Documents will visit the site, make a thorough examination of conditions, familiarize himself with all existing conditions and all the limitations pertaining to the work herein contemplated.
- B. No additional compensation will be allowed because of any (Sub) Contractor's misunderstanding as to the amount of work involved or his lack of knowledge of any of the conditions pertaining to the work based on his neglect or failure to visit or make an examination of the site.
- C. It is also expected that in the event that any of this specification is not clear or in the event there are any discrepancies, these will be brought to the attention of the General Contractor and the Architect, and a decision in writing will be rendered as soon as possible by the Architect.
- D. Each (Sub) Contractor shall review the entire set of construction documents to verify work that may be required in a division other than the one which comprises his work. The lack of familiarity with other specification divisions will not relieve any (Sub) Contractor of the responsibility for completing the required work at no extra cost to the Owner or General Contractor.

**SECTION 01030
SPECIAL CONDITIONS**

1.00 GENERAL

1.01 DEFINITIONS

- A. Wherever the term "Owner" or "Developer" is used in this specification, it refers to Murphy's Creek Townhomes of Austin Limited Partnership.
- B. Wherever the term "Architect" is used in these specifications, it refers to P.B.A. Architects, 1851 Birch Lane N.E., Longville, MN 56655 (218) 363-2530.
- C. The work "Approved" as used herein means "approved by the Owner.
- D. "For Approval" means "for the Owner's approval".
- E. "Selected" means "selected by the Owner.

1.02 STANDARDS

- A. It is not intended that these specifications conflict in any way with the manufacturer's specifications, application instructions, recommended details, or standard practice. Confirm these specifications with the manufacturer and notify the Architect in writing of conflict. Where the requirements of these specifications are more stringent than the manufacturer's specifications, but not in conflict, these specifications shall govern. Consult with the manufacturer of the materials and assume responsibility for the proper installation under the specific conditions of this project and these specifications.
- B. Material or methods specified by reference standards, industry standards, commercial standards, government standards, or other published standards shall comply with the requirements of the standard listed. Where these specifications are more stringent than the referenced standard, these specifications shall govern.
- C. All work to be in compliance with the 2015 Enterprise Green Communities Criteria and the 2016 MN Overlay.

1.03 GUARANTEE OF WORKMANSHIP, MATERIALS, AND MAINTENANCE BOND

The Contractor shall guarantee all work and equipment against defects for a period of at least one year, or for a longer time when specified for various items in the various sections of the specifications.

**1.04 OPERATING AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT
GUARANTEES**

- A. At least 30 days prior to substantial completion of the work, provide the Owner with one complete set of operating and maintenance instructions, including a complete set of approved shop drawings on all equipment and fixtures.
- B. Neatly edit and assemble the information.
- C. Furnish 2 copies of all manufacturers' standard equipment guarantees or warranties for all equipment furnished.

1.05 TESTS AND INSPECTIONS

- A. Where tests or inspections by an independent testing laboratory are required, each subcontractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Architect. Submit reports and certificates of all inspections and tests to Architect in duplicate.

- B. Each subcontractor shall provide material samples required. Without additional charge, deliver the material to the testing laboratory or other agency as directed by the testing laboratory.
- C. The Architect may order additional tests. If the work tested is defective, the Contractor shall pay all costs of the additional testing and correct the work found defective. If the work tested is not defective the Owner will pay all costs of additional testing.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents. The project is inhabited so extra care will be required to keep all tenants safe.
- B. Do not unreasonably encumber the site with materials and equipment, or load the structure with weight that endangers the structure.
- C. Assume full responsibility for protection and safekeeping of materials stored on the site.

1.07 SHIPMENT OF MATERIALS

Before making any shipment of materials to the Project Site, each (Sub)Contractor shall ascertain whether the Project Site is available to receive the shipment. Where this provision is neglected, and material is delivered to the Project Site when the latter is not available to receive it, such materials shall be properly stored elsewhere at the expense of the (Sub)Contractor and adequate Insurance coverage provided for all off-site storage.

1.08 CLEANING UP

- A. Each Subcontractor shall maintain the premises free from accumulation of waste materials or rubbish caused by his work. At the completion of his work, he shall remove from the premises all his waste materials, rubbish, tools, construction equipment, and surplus materials, leaving the areas broom-clean.
- B. If the Subcontractor fails to clean-up, the Contractor or Owner may do so and charge the cost of such clean-up to the Subcontractor.

SECTION 01300
SUBMITTALS

1.00 GENERAL

1.01 SHOP DRAWINGS

- A. Shop drawings will be checked only for conformance with the design concept of the project and compliance with the information given in the construction documents. Submitting contractor is responsible for job site conformation and correlation of any discrepancies and deviation from the Contract Documents and of dimensions and quantities, information that pertains solely to the fabrication process or to techniques of construction and coordination of this work with the work of all other trades.
- B. The Contractor shall submit to the Architect for approval 6 blue-line prints of all shop drawings, stamped with Contractor's approval or appropriately marked with questions, corrections, or discrepancies noted thereon.
- C. The Architect will keep 2 copies and will return 4 copies marked "Approved", "Approved as Corrected", "Revise and Resubmit" or "Not Approved". Shop drawings which are rejected or to be revised and resubmitted shall be resubmitted to the Architect in accordance with the requirements outlined above.
- D. After the prints have been returned to the General Contractor marked "Approved" or "Approved as Corrected", the Contractor in addition to distributing prints to the appropriate subcontractors and, where applicable, other prime contractors who require shop drawings for coordination of the work shall file 1 copy with the "Record Drawings" referred to under General Conditions, Paragraph 4.12.1.
- E. A minimum of 2 copies of manufacturer's printed literature, brochures, cuts, schedules, etc., shall be submitted for approval. The Architect shall retain 1 copies and return 1, one of which the General Contractor shall file with the "Record Drawings".
- F. The shop drawings or schedule shall be prepared especially for, and pertinent to this particular project, containing only data applicable thereto, and shall be clearly identified. The drawings or schedule shall be accompanied by a letter or transmittal, listing and dating the submitted drawings in sets.

1.02 SAMPLES AND OTHER SUBMITTALS

Samples, tests, etc. shall be submitted as specified. Submit a minimum of three (3) samples of materials, finishes, colors, etc. unless other wise specified.

**SECTION 01500
TEMPORARY FACILITIES**

1.00 GENERAL

1.01 TEMPORARY WATER

Temporary water, light, and power are not required as the existing services can be used.

1.02 TEMPORARY TELEPHONE

The General Contractor shall have a telephone installed in his office and shall pay for all telephone service, except that toll calls will be paid for by the party making the call. Cell phones are acceptable.

1.03 TEMPORARY SANITARY FACILITIES

The General Contractor shall provide and maintain temporary toilets for use of all workmen and visitors. Toilets shall be kept clean and sanitary at all times. When no longer needed, all traces of these facilities shall be removed from the premises.

1.04 TEMPORARY FENCES AND BARRICADES

General Contractor shall provide all fences and barricades and other safety appliances as are required to protect the work, the workmen and the public from injury. Erosion control fencing to be of type and installation in accordance with city requirements.

1.05 CONSTRUCTION EQUIPMENT

All tools and equipment on the job site shall be provided in safe conditions and in accordance with all Federal, State and Local laws, statutes, ordinances, codes and regulations. This shall be the responsibility of each (sub) contractor.

1.06 COLD WEATHER PROTECTION

Each (sub) contractor shall be responsible for adequately protecting their work such as utilities, supplies, and equipment for the work during cold weather. Items subject to cold weather damage shall be protected by covering, insulation, or storing in heated space.

1.07 TEMPORARY STORAGE

Each subcontractor shall provide suitable storage facilities as may be required for storage of materials on the job site, within the limits of construction. Storage facility shall maintain materials dry and/or heated as required to prevent damages.

1.08 SIGNS OR ADVERTISING

No signs or advertising will be allowed except as may be approved by the Owner. Job sign as indicated on drawings shall be located as directed.

1.09 TEMPORARY FIRE PROTECTION

- A. Each (sub) contractor shall be responsible for fire protection during construction and shall follow NFPA Standard 241, Building Construction Operation. Omit requirements for fire watchman.
- B. Each (sub) contractor shall provide temporary U.L. approved fire extinguishers.
 - 1. Provide fire extinguishers at all locations where welding or flame cutting is being done.
 - 2. Provide fire extinguisher in each storage shed and storage area within the building.

1.00 **GENERAL**

1.01 **SCOPE**

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. All work, material or devices incidental to or necessary for complete installation or operation shall be furnished and provided as part of the work.
- E. Work required under this section includes but is not necessarily limited to the following:
 - 1. Removing and disposing of trees, shrubs, brush, stumps, roots, windfalls or any other plant life as required by scope of project and replacement of aged plant materials.
- F. Providing handicapped accessibility to play area.

1.02 **JOB CONDITIONS**

- A. Limits of work - drawings show project site boundary within which all work is confined.
- B. Protection: The Contractor shall protect existing trees, sidewalks, drives, curbs, utilities, buildings, or other facilities on or adjacent to the site from damage from the work of this Section where such items are to remain. Existing trees shall be protected from damage, as necessary during earthwork operations. He shall repair any damage that he causes before the completion of his work or sooner if so directed by the Architect/Engineer.
 - 1. Restore all areas disturbed by traffic, construction or storage of materials to the original grades and conditions.
 - 2. All existing trees to remain shall be staked with 2 x 2 stakes, nylon rope and flagging at drip line of tree. No cut or fill shall be permitted within drip line without supervision of architect.
- C. Barricades: Barricades, warning light signs and other items of protection shall be provided and maintained as required by the State Regulations and Safety Rules during the execution of this work.
- D. Public Utilities: The Contractor shall send proper notice, make the necessary arrangements and perform all required services in the care and maintenance of all utilities which may be encountered during this work. The Contractor shall assume full responsibility and pay the costs for such damage to these items.
 - 1. Before beginning excavation, the Contractor shall consult with the utility companies, city and county records to fully inform him of the location and extent of utilities in the site and surrounding area.
 - 2. Comply with rules and regulations governing respective utilities. Protect active utilities from damage. Remove and relocate only as directed.

**SECTION 02800
LANDSCAPE WORK**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades. Submit drawing for approval by Owner.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. Work required under this section includes, but is not limited to the following:
1. Fine grading
 2. Fertilizing
 3. Sodding
 4. Seeding
 5. Staking
 6. Planting Soil
 7. Plant material
 8. Plant placement
 9. Maintenance
 10. Replacement
 11. Clean up
 12. Project sign replacement
- E. Allowance
All Work in this section is under an allowance of Twenty Thousand Dollars (\$20,000.00).

1.02 QUALITY ASSURANCE

Trees and Shrubs: Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

Sizes: Provide trees and shrubs of the sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to Architect, and if sizes of roots or balls are increased proportionately.

**SECTION 03200
ASPHALT PAVEMENT REPAIR,
SEAL COATING AND PAINT
STRIPING**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.

1.02 PRODUCTS

- A. Seal coat in accordance with MNDOT Specification 2356.
- B. Paint striping Epoxy Resin in accordance with MNDOT 2582. Materials shall be in accordance with MNDOT Specification 3590, 3592. All lines and symbols to be white.

1.03 INSTALLATION

- A. All transverse cracks to be routed and sealed in accordance with MNDOT Specification 3725.
- B. Seal coat to be installed in accordance with MNDOT Specification 2356.
- C. Pavement markings shall mark all H.C. parking clearly.

**SECTION 03300
CAST-IN-PLACE CONCRETE**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. Work included in this Section but not necessarily limited to the following:
 - 1. Slabs on grade including walks, stoops, and steps.
 - 2. Footings or bases for project sign
 - 3. Reinforcing as required
- E. Related work
 - 1. Asphalt Paving - Section 02530
- F. Temporary heat and weather protection is included in this Section.

1.02 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications and standards latest editions, except as otherwise shown or specified.
 - 1. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 2. ACI 301 "Specifications for Structural Concrete for Buildings"
 - 3. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"
 - 4. Comply with state and local building code requirements which are more stringent than the above
- B. Workmanship: The Concrete subcontractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes. Correct deficient concrete as directed by the Architect.
- C. Concrete Testing Service: Employ a testing laboratory acceptable to Architect to perform material evaluation tests and to design concrete mixes. See Subsection 3.06.
- D. Materials and installed work may require testing and retesting, as directed by the Architect, at any time during the progress of the work. Tests, not specifically indicated to be done at the Owner's expense, including the retesting of rejected materials and installed work, shall be done at the Concrete Subcontractor's expense.

2.00 PRODUCTS

2.01 FORM MATERIALS

- A. Forms for Exposed-Finish Concrete: Construct formwork for exposed concrete surfaced with plywood or other acceptable materials, to provide continuous straight, smooth, exposed surfaces. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

- B. Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber or other acceptable material.

2.02 REINFORCING MATERIALS

- A. Reinforcing Bar: ASTM A 615, Grade 60 deformed (Typical) ASTM A 615, Grade 40 deformed for ties and stirrups only.
- B. Accessories: All necessary stirrups, chairs, etc.
- C. All material shall be free from rust, loose scale, and any other coating which would destroy the bond.

2.03 CONCRETE MATERIALS

- A. Portland Cement; ASTM C 150, Type 1.
- B. Aggregates: ASTM C 33 Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.
- C. Water: Clean, fresh, drinkable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Water-Reducing Admixture: ASTM C 494, Type A. Admixtures shall be free of chlorides.

2.04 RELATED MATERIALS

- A. Preformed Expansion Joint Fillers: Premolded bituminous impregnated fiberboard units complying with ASTM D 1751 or FS HH-F-341, Type I.
- B. Joint Sealing Compound: See Section 07900.
- C. Form Oil: Non-staining paraffin-based meeting Federal Specifications P-O-361.
- D. Slab Joint Key: Preformed asphaltic hardboard, Brock-White Tongue and Groove Joint, 1/4" thick or prior approved equal.
- E. Vapor Barrier: 6 mil polyethylene sheet moisture barrier under concrete slab where shown on drawings.
- F. Membrane-Forming Curing Compound: ASTM C 309, Type 1.
- G. Sealer: W.R. Meadows, Inc., CS-309; Sonneborn-Contech, S/C 309 Toch Division Carboline, Acri-Seal; W.R. Grace and Company, Horn Clear Seal.

2.05 DESIGN OF MIXES

- A. Prepare design mixes for each type of concrete. Use an independent testing facility acceptable to the Architect for preparing and reporting proposed mix designs.
- B. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the project for each class of concrete required, complying with ACI 211.1.
- C. Submit written reports to the Architect of each proposed mix for each class of concrete. Do not begin concrete production until mixes have been reviewed by the Architect.
- D. Field Experience Method: When field experience methods are used to select concrete proportions, establish proportions as specified in ACI 301.

- E. Design mixes to provide concrete with the properties indicated on drawings and schedules.
- F. Admixtures: Use air-entraining admixture in exterior exposed concrete, unless otherwise shown or specified. Add air-entraining admixture at the manufacturer's prescribed rate.
- G. Slump Limits: Proportions and design mixes to result in concrete slump at the point of placement as follows:

DESIGNATION	DESIGN	FIELD MAX.*
Footings, Piers	4"	5"
Slab on Grade	3"	3-1/2"
All Other	3"	4"

*Contractor's field superintendent shall reject any concrete delivered to the site which exceeds this slump.

2.06 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with the requirements of ASTM C 94, and as herein specified.
- B. During hot weather, or under conditions contributing to rapid setting of concrete, shorter mixing time than specified in ASTM C 94, shall be used as herein specified.

When the air temperature is between 85 degrees F. and 90 degrees F., reduce the mixing and delivery time from 1-1/2 hours to 75 minutes and when the air temperature is above 90 degrees F., reduce the mixing and delivery time to 60 minutes.

3.00 EXECUTION

3.01 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Provisions to Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such ties. Accurately place and securely support items built into forms.

3.02 PLACING REINFORCEMENT

- A. Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement runners, bolsters, spacers and hangers, as required.

3.03 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit the installation of their work; cooperate with other trades in setting such work, as required. Thoroughly wet wood forms immediately before placing concrete, as required where form coatings are not used.
- B. General: Comply with ACI 304, and as herein specified.
- C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
- E. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use approved equipment and procedures for consolidation of concrete.
- F. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine.
- G. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- H. Bring slab surfaces to the correct level with a straightedge and strike-off. Use bull floats or darbies to smooth the surface, leaving it free of bumps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
- I. Maintain reinforcing in the proper position during concrete placement operations.
- J. Cold Weather Placing:
 - 1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
 - 2. When air temperature has fallen to or is expected to fall below 40 degrees F., uniformly heat all water and aggregates before mixing as required to obtain a concrete mixture temperature of not less than 50 degrees F. at point of placement.
 - 3. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade containing frozen materials.
 - 4. Do not use calcium chloride, salt and other materials containing anti-freeze agents or chemical accelerators.
- K. Hot Weather Placing:
 - 1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
 - 2. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is calculated to the total amount of mixing water.
 - 3. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embodiment in concrete.
 - 4. Wet forms thoroughly before placing concrete.
 - 5. Do not use retarding admixtures unless otherwise accepted in mix designs.

- L. Provide control joints at 12'-0" o.c. in each direction maximum. Coordinate locations with structural details.
- M. Construction joints every 2,500 S.F. maximum, coordinate locations with structural details.
- N. Sidewalk expansion joints 10 feet o.c. maximum.

3.04 SLAB FINISHES

- A. Float finish: Apply float finish to monolithic slab surfaces that are to receive trowel finish and to all exterior slabs except apply broom finish to ramp surfaces.

After screening and consolidating concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface place to a tolerance not exceeding 1/4 inch in 10 feet when tested with a 10 foot straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

- B. Trowel Finish: Apply trowel finish to monolithic slab surfaces that are to be exposed-to-view, unless otherwise shown, and slab surfaces that are to be covered with resilient flooring, paint or other thin-film finish coating system.

Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4 inch in 10 feet when tested with a 10-foot straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

- C. All exterior slabs and walks shall be broom finished perpendicular to direction of travel.
- D. Exposed aggregate finish at perimeter building feature strip and tot lot.

3.05 CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.
- B. Start initial curing as soon as free water has disappeared from concrete surface after lacing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
- C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. Curing Methods: Perform curing of concrete by moist curing and by membrane curing, and by combinations thereof, as herein specified.
- E. Moisture-cover Curing: Cover concrete surfaces with moisture retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped.
- F. Membrane Curing: Apply membrane-forming curing compound to damp concrete surfaces as soon as water film has disappeared. Apply uniformly in 2-coat continuous operation by power-spray equipment in accordance with manufacturer's direction. Do not use membrane curing compounds on surfaces which are to be covered with a coating material applied directly to concrete or with a covering material bonded to concrete, such as other

concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Architect.

3.06 TESTING

- A. Concrete shall be sampled and tested for quality control during the placement of concrete as follows:
1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 2. Slump: ASTM C 143; one test for each concrete load at point of discharge; and one for each set of compressive strength test specimens.
 3. Air Content: ASTM C 231; pressure method; one for each set of compressive strength test specimens.
 4. Compressive Test Specimen: ASTM C 31; one set of 3 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens.
 5. Compressive Strength Tests: ASTM C 39; one set for each 50 cubic yards or fraction thereof, of each concrete class placed in any day or for each 2,000 square feet of surface area placed; 1 specimen retained in reserve for later testing if required.
 6. When the strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- B. Report test results in writing to the Contractor on the same day that tests are made with copies to the Architect and Structural Engineers. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day test and 28-day tests.
- C. Additional Tests: The testing service will make additional tests of the in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Architect. The testing service shall conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. The Concrete Subcontractor shall pay for such tests conducted and any other additional testing as may be required, when unacceptable concrete is verified.

1.00 GENERAL

1.01 REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS included in the beginning of this project manual. These divisions are hereby made a part of this section.

- A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- B. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- C. Work under this Section shall include, but not be limited to the following:
 - 1. Installation of, mirrors and toilet accessories.
 - 2. Installation of, metal frames, metal doors,
- D. Related work specified elsewhere:
 - 1. Prefinished Wood Cabinet and Countertops.

1.02 QUALITY ASSURANCE

- A. Overall Standards:
 - 1. Softwood Standards: The American Lumber standard PS20-70 by the U.S.Department of Commerce.
 - 2. Grading Rules for Southern Pine: Grading Rules for Southern Pine, by Southern Forest Products Assn.
 - 3. Grading Rules for Larch, Douglas Fir, Hemlock, Western Cedars and other Western Softwood: Latest edition of the Western Wood Products Association Grading Rules Book by WWPA.
 - 4. Plywood: American Plywood Association.
- B. Quality Standards: Architectural Woodwork Institute.

1.03 MATERIALS

- A. Hardwood finish lumber - Federal Specification MM-L-00736, except moisture content shall not exceed 10 percent and no average moisture content is required.
- B. Softwood Standards: The American Lumber Standard DS 20-70 by the U.S. Department of Commerce.
- C. All hardware required to be of proper size and type for use intended and for materials to be fastened. Install adequate hardware to insure substantial and positive anchorage. Use hot dip galvanized or nonferrous hardware at exterior work.

1.04 INSTALLATION AND WORKMANSHIP

- A. Work shall be performed in conformance with good trade practice, applicable recommendations of manufacturers, building codes, and these specifications unless specifically indicated otherwise on the drawings.
- B. All work shall be well fitted and securely fastened in its proper location with nails, screws or other approved fastening devices.
- C. All installation of doors, frames, paneling, trim, etc. shall be first class in every respect. Any exposed wood which is marred, scratched, water-stained, or hammer-marked SHALL BE REJECTED.

- D. All work shall be well-fitted and securely fastened in its proper location with nails, screws, or other approved fastening devices.
- E. Do not install work until material has been primed or finished as specified in "Painting" section.
- F. Fabricate woodwork to dimensions, profiles, and details indicated with openings and mortises precut, where possible to receive hardware and other items and work.
- G. Ease edges to a 1/16" radius, for corners of cabinets and edges of solid wood (lumber) members less than 1" in nominal thickness, 1/8" radius for edges of rails and similar members over 1" in nominal thickness.

1.05 PROTECTION

- A. Protect all material from damage due to moisture, weather and construction work.
- B. Store materials in dry, well ventilated buildings free of extremely high or low temperatures and humidities and extreme variations thereof.
- C. Any work which is damaged, either before or after installation, shall be replaced with matching kind to the complete satisfaction of the Architect.

1.00 **GENERAL**

1.01 **SCOPE**

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. The work under this Section includes furnishing and installing the following:
 - 1. Shingle Roofing
 - 2. Flashing and Sheet Metal

1.02 **JOB CONDITIONS**

Proceed with shingle work only after substrate construction and penetrating work have been completed.

1.03 **SUBMITTALS**

Samples: Submit 3 samples of each shingle required. Architect review will be for color, texture and pattern only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

2.00 **PRODUCTS**

2.01 **MATERIALS**

- A. Asphalt Shingles: Tamko Heritage Laminated Shingles.
- B. Color: As approved by Owner.
- C. Fiberglass saturated felt by GAF-ELK shall be Type 1, 15# felt, ASTM D-227. Or equal.
- D. Nails: Hot dipped zinc coated, of type and size recommended by shingle manufacturer.
- E. Bituminous Plastic Cement: FS SS-C-153, Type I.
- F. Flashing and Sheet Metal:
 - 1. General - All sheet metal work shall be prefinished, metal of gauges as called for in these specifications and installed as detailed.
 - 2. Material shall be 24 gauge, unless otherwise specified. All sheets shall be stamped with the manufacturer's trademark and gauge of the material. The use of 5" x 7" standard shingle tins, where applicable, is acceptable.
 - 3. Soffits/Fascia: Furnished and installed under Section 07400.
 - 4. Roof vents - Plastic with 9" opening and bird screen. 61 square inches minimum free area. Color as selected. Provide in quantities and locations to satisfy U.B.C. Rudeen Perma - Vent Products or prior approved equal.
 - 5. Ridge Vents Filter Vent by Air Vent Inc. or prior approved equal. Complete with end plugs, connector plugs and hold down straps. 18 sq. in. venting area/foot. Color by Architect.
 - 6. Prefinished roof edge flashing with drip.

7. Ice and Water Shield - 40 mil. polyethylene sheeting.
 - a. Provide ice and water shield at roof edges to a point 24" inside exterior walls.
 - b. At roof and wall intersections provide ice and water shield 24" from joint at both horizontal and vertical surfaces.
 - c. Manufacturer: Grace Construction Products or prior approved equal.

3.00 EXECUTION

3.01 INSPECTION

- A. Assure that surfaces to which shingles are to be applied are uniform, smooth, sound, clean, dry and free of irregularities. Notify the General Contractor of any defects.
- B. Verify that installation of metal flashings has been completed.
- C. Verify that work of other trades which penetrates roof deck has been completed.
- D. Do not start work until unsatisfactory conditions are corrected.

3.02 ROOFING

- A. Underlayment:
 1. Lay layer of felt with 2" laps at edges (horizontal) and 6" laps at ends.
 2. Lap underlayment 6" from both sides at ridges.
- B. Starter Course: Lay 7"-8" starter course as recommended by shingle manufacturer.
- C. Shingles: Lay shingles in diagonal method in strict accordance with recommendations of the shingle manufacturer. Maximum exposure shall be 5".
- D. Roofing Contractor shall provide all protection necessary or required to prevent dripping or spilling of tar onto any finished surface. Exercise care in placing of materials near edges of roof to prevent run-over. This Contractor shall remove all spilled materials and run-outs and correct all damage.
- E. All flashing at vertical walls, valleys, etc., shall be installed by the roofing contractor in strict accordance with the roofing manufacturer's specification. The flashing shall be subject to the inspection and approval of the roofing manufacturer. The top edge of exposed flashing shall be thoroughly pointed up with plastic cement.
- F. GCR#7.2 – Water Drainage. Water management – roof systems – install drip edge at entire perimeter of roof. Provide step flashing where sloped roofs meet gable wall end/all vertical wall integrated into building drainage plane. Provide kick-out flashings at all wall eave intersections integrated into drainage plane. At wall/roof intersections maintain >2" clearance between wall cladding and roofing materials. Integrity and continuity of the thermal barrier – The drainage plane, when properly sealed can also reduce airflow through the wall assembly, which improved the thermal performance of the cavity insulation.

3.03 ICE AND WATER SHIELD

- A. Install ice and water shield at roof eaves to extend from edge of eave to a point 36" inside of exterior wall line in continuous lengths.
- B. Where vertical surfaces intersect the roof plane install ice and watershield at intersection. Provide minimum of 12" cover at vertical surface measured from plane of roof and 24" on roof deck measured from plane of vertical surface on continuous lengths.

- C. Install ice and water shield continuous full length in all valleys.

3.04 SHEET METAL

- A. Dissimilar Metal Protection - Shall receive protective coating.
- B. Protection - Necessary precautions shall be taken during construction to prevent any damage to work. As soon as all work is complete, the work shall be thoroughly cleaned. At end of work, all damaged areas shall be repaired, all stains and debris removed and the work left in perfect condition.
- C. Fastening - All flashing inserts, nails, screws and stops shall be of the same materials as the sheet.
- D. Flashing exposed - Flashing shall be fabricated of 24 gauge galvanized iron, and shall be installed by roofers.
- E. Miscellaneous Sheet Metal Work - Sheet metal items not covered specifically elsewhere in this Division shall be as indicated on the drawings and as required to provide a watertight installation. Formed sheet metal shall accurately reproduce the detail and design shown, and profiles, bend and intersections shall be sharp, even and true. Joints shall be locked, lapped, screwed, riveted or soldered as applicable.
- F. All flashing at vertical walls and valleys shall be metal.
- G. No staples to be used in fastening shingles.

3.05 ADJUST AND CLEAN

- A. Replace damaged shingles.
- B. Remove excess shingles not part of extra stock and debris from project site.

3.06 GUARANTEE

- A. The General Contractor and Roofing Subcontractor shall furnish a written guarantee to the Owner that during a period of one year from the date of acceptance of the building, they will, at their expense, make or cause to be made, any repairs that may be necessary as a result of defects in workmanship or materials and/or normal wear and tear by the elements and will maintain the roof in watertight condition free from all leaks arising from such causes. Lightning, hail storms and tornadoes shall not be considered normal wear and tear by the elements.
- B. Materials: Manufacturer shall provide written pro-rated limited material warranty for a period of 30 years.

1.00 **GENERAL**

1.01 **SCOPE**

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. Industry standards:
 - 1. NRCA: *Roofing and Waterproofing Manual* Fourth Edition, 1996.
 - 2. SMACNA: *Architectural Sheet Metal Manual*, 4th edition, October 1987.
- E. Special warranty:
 - 1. Flashing and sheet metal work: Watertight and free of defects in materials and workmanship; combine warranty with roofing warranty.
 - 2. Fluoropolymer finish: Remain free of checking, crazing, peeling, chalking, or fading for 20 year period; chalking not more than eight units, color retention not more than five units.
 - 3. Begin warranties at Date of Substantial Completion.

2.00 **PRODUCTS**

2.01 **SHEET METAL**

- A. General: Follow gauge, thickness, or weight requirements in SMACNA Manual and FM1-49 for intended use, but not less than indicated below. Actual gauges for various items may be indicated in FABRICATION Article below or referred to SMACNA Manual.
- B. Galvanized metal:
 - 1. Minimum 24 gauge, uncoated thickness, commercial grade galvanized steel, continuous galvanized in accord with ASTM A525-87, coating designation G90; coated with not less than 0.8 oz. zinc PSF.
 - 2. Finish: Coil coated finish; finish specified in "Special Finishes: Paragraph below.
- C. Sheet Lead: Minimum 2-1/2 PSF, hard type.

2.02 **SOLDERING MATERIALS**

- A. Solder: ASTM B32-76, alloy grade 50A, 50% pig lead and 50% block tin.
- B. Solder flux for
 - 1. Galvanized metal: Muriatic acid neutralized with zinc.
 - 2. Lead: Non-corrosive rosin

2.03 **MASTIC**

- A. ASTM D4586-86, Type II fibrated asphalt flashing cement.

2.04 FASTENERS

- A. Same material or compatible with sheet metal being fastened.
 - 1. Nails: Flathead, needle point, not less than 12 gauge; sufficient length to penetrate substrate 1" minimum.
 - 2. Expansion shields: Lead or bronze sleeves.
 - 3. Screws: Self-tapping type with round heads.
 - 4. Bolts: Furnished complete with nuts and washers.
 - 5. Rivets: Round head, solid shank.
 - 6. Blind clips and cleats: Same gauge as sheet metal
 - 7. Neoprene washers for nails.

2.05 CAULK

- A. Pecora Corp; BR-96 non-skinning, non-drying butyl caulk.

2.06 SPECIAL FINISHES

- A. Prefinished colored coating finish
 - 1. Acceptable manufacturers
 - a. Akzo Coatings
 - b. The Glidden Company
 - c. Morton International, Specialty Coatings Group
 - d. PPG Industries, Inc.
 - e. Valspar
 - 2. Type: System for AAMA 605.2-92 coil coating system application.
 - 3. Color match touch-up finishes using Kynar or Hylar ADS formulated by selected coating manufacturer.

2.07 SHOP ASSEMBLY

- A. General
 - 1. Fabricate sheet metal in accord with reviewed shop drawings and industry standards.
 - 2. Form sheet metal work with clear, sharp, and uniform arises. Hem exposed edges.
 - 3. Fabricate corners with minimum 2'-0" returns each side of return; weld or solder mitered corner complete, shop finish to match adjacent material; fully seal joints.
- B. Galvanized metal materials
 - 1. Solder sheet metal joints with heavy, well heated coppers. Pre-tin joints not less than 1-1/2" wide. Sweat solder through seam's full width.
 - 2. Provide 1" minimum soldered joints.
 - 3. Neutralize remaining acid with ammonia or baking powder solution; rinse with water.
- C. Linear sheet metal items: 10'-0" sections, minimum, except as otherwise noted; form flashing using single pieces for full width.
- D. Form specified sheet metal items in accord with SMACNA details noted, gauge indicated in SMACNA description of particular Plate; gauges for items not specifically noted below are in accord with SMACNA practice. Use longest lengths possible for linear material.
 - 1. Gutter: SMACNA Manual, Plate #2, Style A, Square.
 - 2. Downspouts: SMACNA Manual, Plate #32, Figure B, Rectangular.
 - 3. Downspout-gutter connection: SMACNA Manual, Plate #33, Figure A, Rectangular.
 - 4. Downspout hanger: SMACNA Manual, Plate #35 Figure B; Rectangular.
 - 5. Drip edge; 26 gauge galvanized steel; formed in accord with SMACNA Manual, Plate #74, Figure C and Figure D.

E. Seaming

1. Comply with SMACNA Manual, Plate #99 except details 12 and 16 and Plate 100 except details 18, 20, 21, and 28 unless otherwise indicated on Drawings or indicated in other referenced SMACNA Plate.
2. Flat-lock seams: Finish not less than ¼" wide.
3. Soldered lap seams: Finish not less than 1" wide.
4. Other lap seams: Overlap not less than 4" unless otherwise indicated.
5. Seams: Orient as watershed for direction of water flow.

3.00 EXECUTION

3.01 SHEET METAL

- A. Install work in accord with reviewed shop drawings and industry standards. Provide sheet metal items true to line, without buckling, creasing, warp, or wind in finished surfaces.
- B. Coordinate flashing at roof surfaces with roofing work to provide weathertight condition at roof terminations.
- C. Perform field joining of lengths specified for shop fabrication.
- D. Isolate dissimilar materials to prevent electrolysis. Separate using bituminous paint or roofing felt.
- E. Seaming
 1. Follow requirements specified in FABRICATION Article.
 2. Flatlock seams with cleats soldered.
 3. Lap seams occurring in members sloping 45° or more, 4" minimum; bed in flashing cement compatible with roofing membrane.
- F. Secure sheet metal items using continuous cleats, clips, and blind fasteners as indicated; exposed face fastening is prohibited.
- G. Fastening:
 1. Nails: Confine to one edge only of flashing 1'-0" or less in width. Space nails at 4" O.C. maximum; use neoprene washers.
 2. Cleats: Continuous; form to profile of item being secured.
 3. Clips: Minimum 2" wide by 3" long; form to profile of item being secured. Space at 2'-0" O.C. maximum, except as otherwise indicated.
- H. Form joints in linear sheet metal to allow for ½" minimum expansion at 20'-0" O.C. maximum and 8'-0" from corners. Provide 1'-0" wide cover plate at intersections. Form plates to profile of sheet metal items; follow requirements specified in FABRICATION Article for seaming. Apply linear sheet metal items in full bed of butyl caulk under cover plate.
- I. Gutters and downspouts: Provide at all roof eaves
 1. Construct with riveted and soldered joints, lap 1" minimum in direction of flow; ¼" minimum expansion joints at 60'-0" O.C. maximum. Form expansion joints in accord with SMACNA Manual, Plate #7.
 2. Hang gutters with high points equidistant from downspouts, evenly sloped toward downspouts.
 3. Gutter supports:
 - a. Shingles, ogee or rectangular: SMACNA Manual, Plate #19, Figure A.
 - b. Standing seam metal roof: SMACNA Manual, Plate #19, Figure A.
 4. Secure downspouts to exterior walls at 6'-0" O.C. maximum using straps and expansion type fasteners. Lap downspout joints, 1-1/2" minimum lower over upper and solder.
 5. Splash pan, where downspouts empty onto lower roof surfaces: SMACNA Manual, Plate #36. Secure splash pan in roof membrane compatible adhesive.
 6. Provide Splash block at ground level below downspouts, similar to Gutter Supply. Gray (slate) color.

3.02 FLASHING

- A. Install sheet flashing at junctures of roof areas to sidewalls, parapets, curbs, and other indicated areas.
- B. Install sheet flashing at heads of weather exposed doors and windows similar to SMACNA Manual, Plate #73.
- C. Install sheet flashing at juncture of roof area to chimneys and high walls at rake.

1.00 **GENERAL**

1.01 **SCOPE**

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.

1.02 **JOB CONDITIONS**

- A. The installer must examine the joint surfaces and backing, and their anchorage to the structure, and the conditions under which the joint sealant work will be performed. Do not proceed with the joint sealant work until unsatisfactory conditions have been corrected.
- B. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Do not apply during rain or when rain is expected.

2.00 **PRODUCTS**

2.01 **MATERIALS, GENERAL**

- A. Colors: For exposed materials provide color as selected from manufacturer's standard colors.
- B. Compatibility: Before purchase of each required material, confirm its compatibility with each other material it will be exposed to in the joint system.
- C. All adhesives and sealants (including caulks) must have VOC levels, in grams per liter, less than or equal to the thresholds established by the South Coast Air Quality Management District Rule 1168.

2.02 **SEALANTS**

- A. Mono Caulk by Tremco, Inc.
- B. Dow, G.E., and Sonneborn are acceptable.
- C. Where an acoustic sealant is specified at drywall perimeter, electrical outlets, or other penetrations of plaster or drywall, use Tremco Acoustical Sealant, U.S.G. Acoustical Sealant or prior approved equal. Material cannot be painted over, so use only where it will not be visibly exposed.

2.03 **MISCELLANEOUS MATERIALS**

- A. Joint Primer/Sealer: Provide the type of joint primer or sealer recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.
- B. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the sealant manufacturer to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant.

- C. Sealant Backer Rod: Compressible rod stock of polyethylene foam polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non—absorptive material as recommended for compatibility with sealant by the sealant manufactures.

3.00 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

3.02 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer.
- B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer or sealer to spill or migrate onto adjoining surfaces.

3.03 INSTALLATION

- A. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.
- B. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.
- C. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces.
- D. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

**SECTION 08230
ENTRY DOORS AND FRAMES
AND COMBINATION STORM/
SCREEN DOORS**

1.00 GENERAL

1.01 REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS included in the beginning of this project manual. There divisions are hereby made a part of this section.

- A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- B. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- C. Work required under this Section includes, but is not limited to the following:
 - 1. Steel insulated Entry doors
 - 2. Combination storm and screen doors
- D. Related work specified elsewhere:
 - 1. Finish Hardware. Section 08700.

1.02 SUBMITTALS

- A. Submit to Architect for approval complete schedule of all doors and detailed shop drawings. These drawings shall fully describe and locate all items being furnished and shall include large scale details of principal construction features.
- B. No work shall be fabricated until shop drawings for that work have been approved by the Architect.
- C. Submit samples of door finishes for approval by Architect.

1.03 APPROVED MANUFACTURER

- A. Doors to be Masonite.
- B. Combination storm/screen doors to be Larson.

1.04 PRODUCT DELIVER, STORAGE AND HANDLING

- A. Deliver all doors just prior to installation. Identify each door as to type and location. Provide manufacturer's identifying mark on exposed edge of each door.
- B. Store all doors in dry, weather tight and ventilated spaces. Store doors to prevent damage to doors or to structure.

1.05 DOORS

- A. All exterior doors to be 24 GA. Steel insulated.
 - 1. Unit Entry Doors: Masonite Brand HDG-680-010, primed jamb and brick mold, standard adjustable sill or HC sill at ADA units.
 - 2. Laundry Room Doors: Masonite Brand HDG-106-091W
 - 3. Mechanical Room Doors: Masonite Brand HDG-6PNL

- B. Combination storm/screen doors to be Larson Classic = view Reversa Screen Mid-View Model 360-16 with lever hardware.

1.07 INSTALLATION

- A. Install doors and frames per manufacturers printed instruction.
- B. Follow door manufacturer's written instructions for all installation work.
- C. Prep doors to receive existing hardware.
- D For fire-rated doors, provide clearances complying with the limitations of the authority having jurisdiction.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all doors just prior to installation. Identify each door as to type and location. Provide manufacturer's identifying mark on exposed edge of each door.
- B. Store all doors in dry, weather tight and ventilated spaces. Store doors to prevent damage to doors or to structure.

1.09 GUARANTEE

- A. Guarantee doors in writing for one year against defects in materials and workmanship, including: delamination in any degree, warp or twist of 1/4" or more when surface area of one face of door is more than 10 sq. ft., telegraphing of any part of core through face veneer to cause surface variation of 1/100" or more in 3" span, any other defect which may impair or affect performance of door for purpose for which it is intended.

**SECTION 08360
OVERHEAD DOORS AND
ELECTRIC OPERATORS**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. Work required under this section is to provide complete operating replacement door assemblies including sections, brackets, guides, tracks, counterbalance mechanisms, hardware and installation accessories, to suit the openings and head room. Existing tracks can be reused.

1.02 QUALITY ASSURANCE

- A. Provide each sectional overhead door as a complete unit produced by one manufacturer, including hardware, accessories, mounting and installation components as required.
- B. Manufacturer: CHI or prior approved equal.

1.03 SUBMITTALS

Submit in accordance with Section 01300.

2.00 PRODUCTS

2.01 METAL GARAGE DOORS

Embossed raised steel panel garage door to be CHI 2250 with 2" thick roll formed 25 gauge galvanized steel. Acrylic Polyester coating on exterior, grey primer on interior. Factory finish to be white. Provide 'Stockton' style windows. See Building Elevations.

2.02 TRACKS AND SUPPORTS

- A. Existing tracks can be reused if in operable condition.

2.03 HARDWARE

- A. Rust-resistant hardware, with galvanized or cadmium-plated or stainless steel fasteners, to suit type of door.
- B. Hinges shall be of not less than 13 gauge steel, zinc plated after forming and before assembly, attached to door sections by through bolting. Standard hinge and roller construction to safely withstand maximum wind loading pressure of 20 lbs. per square foot (65 mph wind).
- C. Rollers: Manufacturer's standard rollers, with 10 steel ball bearings, mounted with varying projections to suit slope of track.
- D. Pull handles, Locks and Latches: Manufacturer's standard lifting handles, latches, and cylinder key-locking devices.

2.04 COUNTERBALANCING MECHANISMS

- A. Doors shall be counterbalanced by tempered torsion springs mounted on steel shafts. Springs shall be adjustable for proper tension and connected to lower corners of door with flexible galvanized steel aircraft cable with a minimum safety factor of 5 to 1.

2.05 PERIMETER SEALING

- A. Bottom of steel doors shall have a neoprene or rubber weather seal in form of an upright "U", held in place by screws through nonrusting metal straps. Straps to be flush with both sides of bottom section.
- B. Weather strip door stop with vinyl insert.

2.06 ELECTRIC DOOR OPERATOR

- A. Provide ½ H.P. door operator with 2 remote controls, light on with door opening – off by timer. Similar To Liftmaster Model 8165.

3.00 EXECUTION

3.01 INSPECTION

Examine the substrates and conditions under which the sectional overhead doors are to be installed. Do not proceed with the work until conditions detrimental to the proper and timely completion of the work have been corrected.

3.02 INSTALLATION

- A. Doors shall be installed by the authorized agent of the manufacturer.
- B. Install door, track, and operating equipment complete with necessary hardware, jamb and head mold stops, anchors, inserts, hanger and equipment supports in accordance with approved shop drawings and manufacturer's instructions. As required.
- C. Fasten vertical track assembly to framing. Hang horizontal track from structural overhead framing. Provide sway bracing, diagonal bracing, and reinforcing as required for a rigid installation of the track and door operation equipment. As required.
- D. Upon completion of installation, lubricate, test and adjust doors to operate easily, free from warp, twist, or distortion and fitting weathertight for the entire perimeter. Provide 2 sets of written instructions and manual for the installation.

SECTION 08520
VINYL WINDOWS
AND PATIO DOORS

1.00 **GENERAL**

1.01 **SCOPE**

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. The work under this section includes furnishing, but not necessarily limited to the following:
 - 1. Vinyl Windows & Vinyl Sliding Patio Doors

1.02 **QUALITY ASSURANCE**

- A. Each window unit shall be labeled or otherwise suitably identified at the time of delivery as to the name of the manufacturer and compliance with applicable standards.
- B. Windows shall comply with ANSI/AAMA 302.9-1977.
- C. Manufacturer: Provide units produced by a single firm, capable of showing prior successful production of units similar to those required.
 - 1. Thermo-Tech Windows
 - 2. Prior Approved Equal

1.03 **SUBMITTALS**

- A. Manufacturer shall provide current letter of acceptance of "Materials Release" issued by U.S. Department of Housing and Urban Development Federal Housing Administration.
- B. Shop Drawings: Submit in accordance with Section 01300. Shop drawings shall be complete with jamb, head and sill details, rough-in dimensions, finish, etc. Shop drawings shall indicate handling (direction of operation) of all units.
- C. Guarantee: Submit two copies of written guarantee signed by the Manufacturer, agreeing to furnish replacement units to the installer, for any units which fail in materials or workmanship within ten years from the date of acceptance. Failure of materials or workmanship shall include excessive leakage of air, excessive deflections, faulty operation of sash, deterioration of finish or metal in excess of normal weathering and defects in hardware, weatherstripping, and other components of the work.

2.00 **PRODUCTS**

2.01 **MATERIALS**

- A. Fasteners: Aluminum, stainless steel or other metallic or nonmetallic materials guaranteed by the manufacturer to be noncorrosive and compatible with the aluminum members, trim hardware, anchors and other components of the units. Provide exposed fasteners (if any) which match the finish of the member or hardware being fastened.

- B. Sealants: As specified in Section 07900.

2.02 WINDOWS

A. Vinyl Windows

1. Windows: Thermo-Tech, 7400/Super, 2600 casements and 2545 half round all glazed with 366 Glass for Energy Star Rating.
2. Color: To Be Selected by Architect.
3. Grids: Prairie style
4. Screens

2.03 SLIDING PATIO DOOR

A. Doors: Thermo Tech 1100 Slimline Sliding Patio Door with 366 Glass for Energy Star Rating.

1. Finish: Match window color selection
2. Glazing :7/8 insulating glass.
3. Grids: Prairie Style
4. Screens: Provide full screen aluminum

2.04 FABRICATION AND ACCESSORIES

- A. General: Provide manufacturer's standard fabrication and accessories except to the extent more specific or more stringent requirements are indicated. Include complete system for assembly of components and anchorage of units, including glazing of all sash.
- B. Sizes and Profiles: The required sizes for units and the profile requirements are shown on the drawings. Verify jamb sizes and provide jamb extensions as required.
- C. Provide insect screen unit for each operable exterior sash. Locate screen units on outside of sash. All screens to be metal mesh.

3.00 EXECUTION

3.01 INSTALLATION

- A. Comply with manufacturer's specifications and recommendations for the installation of units, hardware, and other components of the work.
- B. Set units plumb, level and true to line, without warp or rack of frames or sash. Anchor securely in place.

Provide 1/4" joint at window sill at first floor, 3/8" sill joint at second floor.
- C. Adjust operating sash and hardware to provide a tight fit at contact points and at weatherstripping, for smooth operation and weathertight closure.
- D. Lubricate hardware and other moving parts.
- E. Advise Contractor of protective treatment and other precautions required through the remainder of the construction period to insure that units will be without damage or deterioration, other than normal weathering, at the time of acceptance.
- F. Window manufacturer shall provide a representative to supervise the installation of the first two (2) windows and make at least one follow-up inspection thereafter. Manufacturer's representative shall provide written assurance to Architect that windows have been installed in accordance with manufacturer's recommendations.

**SECTION 09900
PAINTING**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.
- D. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout the project as herein specified. Paint all exposed surfaces whether or not colors are designated in "schedules" except where the natural finish of the material is obviously intended and specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials systems as specified.
- E. All interior paints and primers must have VOC levels, in grams per liter, less than or equal to the thresholds established by South Coast Air Quality Management District (SCAQMD) Rule 1113.

1.02 WORK

- A. Pre-finished items: Do not include painting when factory-finishing is specified.
- B. Concealed Surfaces: Painting is not required on surfaces such as walls or ceilings in concealed areas and inaccessible areas, pipe spaces and duct shafts.
- C. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting.
- D. Operating Parts and Labels:
 - 1. Do not paint moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices and motor and fan shafts.
 - 2. Do not paint over code-required labels, equipment identification, performance rating or name and nomenclature plates.

1.03 SUBMITTALS

- A. Manufacturer's Data: Submit 2 copies of manufacturer's specifications, including paint label analysis and application instructions and recommended reapplication schedule for each materials specified.
- B. Paint and stain colors shall be as selected. Before work is begun, Owner will provide a schedule showing where various colors shall be used. Before work is begun, submit for approval if required, samples of stain or paint on actual piece of substrate material as directed by Architect.

1.04 DELIVERY AND STORAGE

Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

1.05 JOB CONDITIONS

- A. Do not apply waterbase paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 50 F. unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

2.00 PRODUCTS

2.01 MATERIAL

- A. Paint products
 - 1. Paint in the units (walls & ceilings) and hallways: Sherwin Williams – Divine White – SW6105 (Eggshell) or color as selected by Owner.
 - 2. Paint in all entries, office, lofts and community room including soffit: Sherwin Williams – Bagel – SW6114 (Eggshell) or color as selected by Owner.
- B. All primers, thinners and other related items shall be the products recommended for the purposes by the manufacturers of the finish paints.
- C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.

3.00 EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which painting work is to be applied. Do not proceed with the work until conditions detrimental to the proper and timely completion of the work are corrected. Starting of painting work will be construed as acceptance of the surfaces and conditions within any particular area.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
- B. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not finish painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Reinstall upon completion by skilled workmen in trades involved.
- C. Preparation: A "coat" or full covering of a surface, may not be applied until the preceding coat has been completely cured, is surface-dry, hard and clean. Touch-up section spots. Touch-up factory applied primers.
- D. Notify General Contractor and Paint supplier in writing if surface has not dried out sufficiently when they have been instructed to proceed.

- E. Apply putty after first or prime coat is dry, using pure linseed oil putty or white lead, putty colored to match finish; fill nailholes, cracks and seams. Putty all prefinished trim as required to match trim color.
- F. Tint prime coats and any intermediate coats off shade of final coats.
- G. Wood:
 - 1. Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required.
 - 2. Seal all nail holes before applying final coat of finish. (For prefinished items, holes will be filled only.)
- H. Ferrous Metals:
 - 1. Clean ferrous surfaces, which are not galvanized or seal-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
 - 2. Touch-up shop applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with the same type shop primer.

3.03 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in clean condition, free of foreign materials and residue.

3.04 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. All interior paint may be 1 coat process, with painting contractor responsible for applying any touch-up work as required.
- B. Specified coat application shall provide adequate coverage. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
- C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces.
- D. Sand lightly between each succeeding enamel and varnish coat.
- E. Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted.
- F. For galvanized metal strictly follow paint manufacturer's written instructions for surface preparation.

3.05 PAINTING SCHEDULE

*NOTE: All ceilings to have spray texture

AREA OF USE	NO. OF COATS	PRODUCT/MATERIALS
Exterior Metal, Primed	1	Touch-up shop coat as required
	1	B-M Ironclad Retardo Paint
Parking Lot Striping	1	Pratt & Lambert traffic Paint or prior approved equal Color white, 4" wide stripe. See site plans for locations.

Gypsum board	1	B-M Kelkraft Hi-Build, Satin Finish
Wood & Trim, Windows, and Casings – Painted	1 2	Undercoat Enamel Semi-Gloss
Wood, Stained (If not prefinished)	1 1 1	Filler Stain Varnish, semi-gloss
Particle Board	1	Sealer. (See Section 06200, 1.02)

The following items are prefinished and/or remain natural. No finish required by painting contractor except to fill nail holes in prefinished millwork.

- Cabinets,
- Ridge and roof vents except where noted.
- Prefinished Sheet Metal, drip edge, rain diverters

3.06 CLEAN-UP AND PROTECTION

- A. Clean-up: Remove from the project, daily, all discarded paint materials, rubbish, cans and rags. Upon completion of painting work, clean all windows and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect work of other trades, such as grounds, walks, walls, objects on outside of building, floors, cabinets, equipment inside of building, etc., whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as directed by the Architect.

**SECTION 11900
RESIDENTIAL EQUIPMENT**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.

1.02 QUALITY ASSURANCE

Quality of manufacture: The products named herein are specified to establish standard of quality, performance and design concept. The equivalent products of the named manufacturers are acceptable subject to the approval of minor deviations from the specified standards.

1.03 SUBMITTALS

- A. Submit shop drawings and catalog brochures for architect's approval of all materials required under this section.
- B. Contractor shall be responsible for recording and submitting to the owner the following appliance data:
 - 1. Apartment number or room designation.
 - 2. Appliance type, model number and serial number.
 - 3. Suppliers name and telephone number.
 - 4. Warranty data.

2.00 PRODUCTS

2.01 MANUFACTURER

- A. Acceptable manufacturers: Hotpoint, Kenmore, Frigidaire, or Whirlpool. Color shall be Almond or White as selected by Architect.
- B. Verify space provided for appliance and notify of discrepancies.
- C. All appliances to be Energy Star Rated.

2.02 APPLIANCES

- A. Standard Units
 - 1. Refrigerator: FRT18HB5JW/Z 18 C.F. 2 wire shelves
 - 2. Range: FEF326FS Electric Std. Cleaning Oven with Clock and Window
 - a. 4'-4 wire range cords
 - 3. Dishwasher: FDB520RHS 3 cycle 5 level Precision Wash 7 Touch Pads UQ, 2-4-6 Delay
 - 4. Clothes Washer: ETW4400VQ 27" Extra Large Capacity
 - 5. Clothes Dryer: EED4400VQ 27" Electric Dryer Extra Large Capacity
 - a. 4' = 4 wire dryer cord

2.03 THRU WALL AIR CONDITIONERS

- A. Frigidaire Home Comfort Model FFTA 1233S2 – Energy Star Rated

2.04 THRU-WALL SLEEVE KIT

- A. PN # EA 108T

3.00 EXECUTION

3.01 INSTALLATION

- A. Installation of all equipment shall be in accordance with manufacturer's recommendations.
- B. All equipment shall be installed, tested, and left in ready-to-use condition.

**SECTION 11910
COUNTERTOPS AND CULTURED
MARBLE TOPS**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.

1.02 SUBMITTALS

- A. Submit samples of plastic laminate for color selections.

1.03 COUNTERTOPS

- A. Provide continuous tops for counter type cabinets. No joints will be allowed where straight top is less than 10' long. Where field joints are necessary, prepare joints in shop using fasteners and methods recommended by manufacturer. Counter field joints shall be made with "Tite-Joint Fasteners".
- B. Core material for plastic laminate countertop construction shall be minimum 3/4" thick mat formed particle board conforming to requirements of commercial standard CS 236-66.
- C. High pressure plastic laminates for kitchen and countertops and other surfaces noted: 1/16" thick Type 1, General Purpose, Grade 10, solid color high pressure melamine plastic laminate with modified semi-gloss finish, complying with NEMA Standard LDI-1971.
- D. Contractor shall provide fully formed and coved type plastic laminated countertop edges and back and side splashes.
- E. Colors and Patterns
 - 1. Odd Numbered Units: Pionite -- AV674 Suede Olive Organix
 - 2. Even Numbered Units: Pionite -- PFA51 Suedge Fridlock in LA

1.04 CULTURED MARBLE VANITY TOP

- A. Cultured Marble: Classic oval bowl with overflow by Central Marble Products or prior approved equal. All interior window openings to receive full length, 3/4" thick cultured marble sill. Size width to provide 1/2" clear extension past interior wall surface.
- B. Provide cultured Marble integral basin countertop and accessories.
- C. Unit shall have integral back splash and shall be seamless except at side splash where called for. Sidesplash shall be reversible endsplash (where indicated).
- D. All exposed surfaces shall be treated uniformly with minimum 13 mils of polyester gel-coat.

E. Color shall be selected by Architect from standard selections.

F. Sizes: Match existing that are being replaced.

1.06 INSTALLATION

A. Verify cutout size required for sinks furnished by mechanical and coordinate as required.

B. Verify exact range size and provide 1/4" clearance between range and countertop.

C. Scribe countertops to walls.

D. Caulk all exposed joints in countertop materials and joint between countertop and wall. Caulk shall be a silicone rubber material. See Section 07900 Sealant.

E. Clean cultured marble with non-abrasive cleaner.

**SECTION 12500
WINDOW TREATMENT
(If REQUIRED)**

1.00 GENERAL

1.01 SCOPE

- A. **REFER TO CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS** included in the beginning of this project manual. These divisions are hereby made a part of this section.
- B. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and complete installation of all work as shown on drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with that of all other trades.
- C. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and compatible installation shall be furnished and installed as part of this work.

1.02 QUALITY ASSURANCE

Provide blinds units as complete units produced by one manufacturer, including hardware, accessory items, mounting brackets and fastenings.

1.03 SUBMITTALS

Submit manufacturer's specifications and installation instructions. Submit in accordance with Section 01300.

1.04 PRODUCT DELIVERY

Storage and Handling: Do not deliver blinds until building is enclosed and ready for their installation. Protect from damage during delivery, handling, storage and installation.

2.00 PRODUCTS

2.01 VINYL MINI-BLINDS (ALL UNIT WINDOWS)

- A. Manufacturer: Levolor, Hunter Douglas or equal.
- B. Product: 1" Vinyl Mini-Blind

2.02 VERTICAL LOUVER DRAPE (ALL PATIO DOORS)

- A. Manufacturer: Levolor or prior approved equal.
- B. Product: Fabric 3"

3.00 EXECUTION

3.01 INSTALLATION

- A. Mount steel channel headrail within window opening where possible.
- B. Locate mounting brackets at ends of headrail and one intermediate support for track over 5' wide and 48 inches o.c. maximum. Furnish additional anchors and brackets as recommended by manufacturer.
- C. Inspect project prior to installation of gypsum wallboard and verify location and adequacy of blocking and backing material.

**SECTION 15000
MECHANICAL**

1.00 GENERAL

1.01 SUMMARY

- A. General and Supplementary conditions within Division 0 and 1 are hereby incorporated and become part of these Specifications, covering all work in Division 15000, Mechanical
- B. Before submitting a proposal on the project, the Contractor shall visit the site and familiarize themselves with the conditions and limitations affecting Division 15000 work. No additional costs to the Owner shall be allowed for items verifiable during site visits.
- C. Contractor shall provide sufficient workers and materials to keep pace with the construction schedule. Contractor shall place orders for equipment such that job progress is not slowed due to late delivery and shall conform delivery dates with suppliers'.
- D. The Contractor shall provide office space and storage for materials and equipment supplied as required. Location shall be as directed by the General Contractor or the Architect/Engineer.
- E. Upon completion of the work shown and specified under Division 15000 and prior to final close out of the Project, the Contractor shall verify in writing that all systems are 100% complete and operating properly. This notification shall include copies of all Subcontractor notifications. Any system not operating properly at final inspection shall be immediately repaired and demonstrated to the Engineer.
- F. Rebates or credits provided by utility companies or equipment manufacturers shall be directly credited to the Owner.

1.02 MATERIALS AND EQUIPMENT

- A. Materials
 - 1. All materials shall be new and of the type and quality specified herein.

1.03 OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall deliver two sets of Operation and Maintenance (O&M) manuals to the Owner prior to final close out. O&M manuals shall consist of approved shop drawings, manufacturer's bulletins, equipment manuals, and a list of manufacturers with telephone numbers for all equipment that contains replaceable parts and all other data covering the care, maintenance and operation of each piece of furnished equipment. O&M manuals shall be neatly bound in 3-ring binders, contain an index and section tabs and be labeled with the Project name.

1.04 PRODUCTS

- A. Gas Water Heaters
AO Smith Master Fit Model BTR 120
- B. Gas Boilers
Slant Fin Galaxy (H) GXHA
- C. Water Softeners
CSI Water Treatment Systems
Model CMS150-15WS
- D. Kitchen Sinks
Dayton Stainless Steel Two Compartment Top Mount
Model K233224DF

E. Valves Water Sense Labeled

- 1 Bath/Shower Fitting
American Standard Colony Soft Model T675.502 2.0 GPM
- 2 Vanity Faucet
American Standard Colony Soft Model 2175.502 1.5 GPM
- 3 Single Control Kitchen Faucet with Hand Spray 2.0 GPM
American Standard Colony Sort Model 4175.703.F15