

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 03-10-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 0926 1920 PSC220000002 1	Procurement Folder: 979308	
Document Name:	PSC Parking Garage Repairs	Reason for Modification:	
Document Description: PSC Parking Garage Repairs			
Procurement Type:	Central Purchase Order		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

		VENDOR	(DEPARTMENT CONTACT
Vendor Customer Code: VS0000005904 Pullman Power LLC 10150 Old Columbia Rd Columbia MD 21046-1274 US Vendor Contact Phone: 410-859-6484 Extension: Discount Details:		Requestor Name: Requestor Phone: Requestor Email:	uestor Phone: (304) 340-0333			
	Discount Allowed	Discount Perc	entage	Discount Days	-	
#1	No	0.0000		0	-	FILE LOCATION
#2	Not Entered				- 21	
#3	Not Entered					
	Not Entered					

INVOICE TO			SHIP TO
ADMINISTRATION PUBLIC SERVICE COMMISSION		RECEIVING/TRANSPORTATION PUBLIC SERVICE COMMISSION	
201 BROOKS ST		1116 QUARRIER ST	
CHARLESTON	WV 25301	CHARLESTON	WV 25301
US		US	

3-17. 202

Total Order Amount:

\$251,700.00

Purchasing Division's File Copy

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PURCHASING DIVISION AUTHORIZATION ATTORNEY GENERAL APPROVAL AS TO FORM ENCUMBRANCE CERTIFICATION DATE DATE: Ø DATE 2022 ELECTRONIC SIGNATURE ON FILE ELECTRONIC SIGNATURE ON FILE ELECTRONIC SIGNATURE ON FILE

Extended Description:

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The Vendor, Pullman Power, LLC., agrees to enter into this one-time construction contract with the Agency, Public Service Commission (PSC), to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the renovations to the Agency's Parking Garage, located on the corner of Lee Street and Brooks Street in Charleston, WV, per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 01/24/2022, and the vendor's bid dated 01/26/2022, the AIA A201-2017 and the AIA A201-2017 WV Supplemental Conditions, all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72152700	1.00000	EA	239540.000000	239540.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Construction - parking garage repairs base bid

Extended Description:

Parking Garage repairs

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72152700	1.00000	EA	12160.000000	12160.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Construction - parking garage repairs - alternate 1

Extended Description:

Parking Garage repairs - alternate 1

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "**Agencies**" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "**Vendors**" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

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Initial Contract Term: This Contract becomes effective on ______ and the initial contract term extends until ______.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _______ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for successive ______year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ninety (90) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ______ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for ______ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

 \checkmark Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☑ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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Revised 07/01/2021

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: ________per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Cyber Liability Insurance in an amount of: ______ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: ______ per occurrence.

Aircraft Liability in an amount of: ______ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

$\boxed{3}$ \$250.00 for each day beyond the deadline

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. **PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to ______, Vendors are required to pay applicable Davis-Bacon

wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Pullman Power, uc

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 ct. scq.
NELSON INOUSTRIAL	WV045509
1.77. I I I I I I I I I I I I I I I I I I	

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Pullman Power, U.C.
(Name, Title)
Mark A. Bott Branch Director
(Printed Name and Title)
140 S. CAMPUS DRIVE, IMPERIAL PA 15124
(Address) 412-505-0955/412-505-0958
(Phone Number) / (Fax Number)
mbotte pullman-services, com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Pullman Power, LLC

(Company)

(Authorized Signature) (Representative Name, Title)

Mark A. Bott, Branch Directore (Printed Name and Title of Authorized Representative)

01-26-2022

(Date)

9412-505-0955/412-505-0958 (Phone Number) (Fax Number)

GENERAL CONSTRUCTION SPECIFICATIONS

PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Public Service Commission (hereinafter Agency or PSC) to establish a contract for repairs to the Agency's parking garage. The Parking Garage holds approximately 250 cars, contains 3.5 levels, is approximately 61,920 square feet, constructed of concrete with exterior brick walls, contains two stairwells and one elevator, and was constructed between 2003 and 2004. The parking garage is situated on the corner of Lee St. and Brooks St. in Charleston, WV. The Agency procured an inspection and assessment of the parking structure in May 2020. The requested repairs are a result of that inspection.

The garage project must be fully completed by June 20, 2022. Agency anticipates the notice to proceed will be issued in mid-March 2022. Construction work may not begin until this timeframe, due to weather and Agency logistics.

The Agency wishes to continue using the parking garage during the project, as much as possible, as parking is limited at the facility. Agency requests the Contractor provide a staging plan to address the parking issues within fifteen days of the contract award. This will allow the Agency time to prepare and arrange additional parking as needed prior to the construction work beginning.

- 1. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - **2.1 "Construction Services"** means repairs to the parking garage as more fully described in these specifications and the Specifications/Project Manual.
 - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 "Specifications/Project Manual" means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
- 2. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

Revised 10/22/2018

- **3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **3.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed a minimum of five (5) commercial projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
- 7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

REQUEST FOR QUOTATION Parking Garage Repairs

- 8. **RETAINAGE:** Agency is entitled to withhold **10% from each progress payment made as retainage.** Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
- 9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 10. SUBSTANTIAL AND FINAL COMPLETION: Vendor shall achieve substantial completion by June 1, 2022 and final completion by June 20, 2022. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied as specified in Section 11 of the General Terms and Conditions.
- **11. PROJECT PLANS:** Copies of the project plans can be downloaded and printed from the solicitation contained at <u>www.wvoasis.gov</u> or by contacting the entity identified below.

WDP & Associates Consulting Engineers, Inc. 10621 Gateway Blvd. #200 Manassas VA 20110-2055 Phone - 703-257-9280

- **12. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 13. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **13.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **13.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 13.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION Parking Garage Repairs

- 13.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 13.4.1. Vendor will be required to sign in and out daily with the security guard, if entering the facility. Vendor will be required to follow any and all Agency pandemic protocols which may require Vendor to wear a mask while in the facility.
- 13.5. Vendor shall inform all staff of Agency's security protocol and procedures.

14. MISCELLANEOUS:

14.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mark A. Bott
Telephone Number: 412-505-0955
Fax Number: 412-505-0958
Email Address: mbott@pullman-services.com

14.2. Owner's Representative: Owner's representative for notice purposes is

Name: Mike Dailey Telephone Number: 304-340-0825 Fax Number: 304-340-3742 Email Address: <u>mdalley@psc.state.wy.us</u> and <u>purchasing@psc.state.wy.us</u>

14.3. Initial Decision Maker: WDP & Associates Consulting Engineers, Inc., the Architect/Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.

15. Escalation Clause: In the event of a significant price increase of material or rental equipment planned for use on a public improvement project, that occurs during the time between bid submission and contract award, and that is not the fault of the Vendor, the contract sum, or contract requirements, may be equitably adjusted by change order in accordance with the procedures specified in the relevant procurement law or contract documents. A change in price is considered significant if the price of the material or rental equipment increases by 20% or more between the date of bid submission and the date of contract award. The total amount of all change orders issued to account for price increases under this Escalation Clause may not exceed 10% of the total contract price. Any request for a price increase under this clause must be supported by: price quotes included with the Vendor's bid for the materials or rental equipment for which a change is being sought: invoices showing amounts actually paid for the materials or rental equipment; and any other evidence that supports the increase request. The quotes included in the bid must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

Pricing Page

Public Service Commission of West Virginia Parking Garage Rehabilitation

BASE BID ITEM	Project Manual Section 01 20 00 Article #	Base Bid Price	Unit of Measure	Quantity	Base Bid Amount
All Work included in Base Bid, per Section 01 20 00, "Measurement and Payment," of the Project Manual	2.04.A	\$172,701.25	Lump Sum	1	\$ 172,701.25

UNIT PRICE ITEMS		······································			
Unit Price Items, per Section 01 20 00, "Measurement and Payment," of the Project Manual	Project Manual Section 01 20 00 Article #	Unit Price	Unit of Measure	Estimated Quantity	Extended Unit Price Cost
Unit Price 1: Concrete Delamination and Repair	2.04.C	112.50	Square Foot	50	\$5,625,00
Unit Price 2: Fractured Double Tee Flange Repair	2.04.D	133.25	Square Foot	105	\$13,991.25
Unit Price 3: Concrete Crack Routing and Sealing Repair	2.04.E	3.65	Lincar Foot	962	\$ 3,511.80
Unit Price 4: Joint Sealant Replacement	2.04.F	4.80	Lincar Foot	6244	\$ 29,971,20
Unit Price 5: New Deck Drain Installation	2.04.G	2,000,00	Each (Drain)	4	\$ 10,400,00
Unit Price 6: Exposed Robar Repair	2.04.H	35.00	Each	20	\$ 700.00
Unit Price 7: Wheel Stop Replacement	2. 0 4.i	240,00	Each	u "	#2,640.00
					1

TOTAL BASE BID AMOUNT (Base Bid plus Unit Prices): \$ 239,540.00

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ADD ALTERNATE BID ITEM	Project Manual Section 01 20 00 Article #	Alternate Price	Linit of Measure	Quantity	Extended Alternate Amount
Concrete Water Repellant Coating, Horizontal surfaces, leves 1.2, 2.0 and 2.5. (35,315 sqft)	2.04.B	12,160.00	Lump Sum	1	12,160.00

GRAND TOTAL (Total Base Bid Amount plus Alternate): \$251,700.00



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Centralized Request for Quote Construction

Proc Folder:	979308	Reason for Modification:	
Doc Description: Proc Type:	Addendum #1 to attach Pre-Bid Sign-In and Vendor Q&A.		
Floc Type.	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-24	2022-01-26 13:30	CRFQ 0926 PSC2200000010	2

BID RECEIVING LOCATION
BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR		and the second
Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	
FOR INFORMATION CONTACT THE BUYER Jessica L Hovanec 304-558-2314		
jessica.l.hovanec@wv.gov		
Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum #1 to attach the Vendor Questions and Answers and to attach the Pre-Bid Sign-In Sheet.

The West Virginia Purchasing Division is soliciting bids on behald of Public Service Commission (hereinafter Agency or PSC) to establish a one-time contract for Repairs to the Agency's Parking Garage, located at the corner of Lee Street and Brooks Street in Charleston, WV as per the specifications, terms and conditions, project manual, and drawings as attached hereto.

**MANDATORY PRE-BID Meeting to be held on Tuesday Jan 11, 2022 at 11:00 AM EST at the Public Service Commission Building at 201 Brooks Street, Charleston, WV, 25301.

INVOIC	ETO		SHIP T	0		1. S.	
PUBLIC SERVICE COMMISSION			PUBLIC SERVICE COMMISSION				
201 BROOKS ST			1116 QUARRIER ST				
CHARLESTON WV		CHARLESTON		WV			
US			US				
Line	Comm Ln D	esc	Qty	Unit Issue	Unit Price	Total Price	
1	Construction	- parking garage repairs base bid	1.00000	EA			

Comm Code	Manufacturer	Specification	Model #	
72152700				

Extended Description:

Parking Garage repairs

INVOICE TO		SHIP TO			
PUBLIC SERVIC	E	PUBLIC	SERVICE		
COMMISSION		COMMIS	SION		
201 BROOKS ST		1116 QUARRIER ST			
CHARLESTON WV		CHARLE	STON	WV	
US		US			
Line Comr	n Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2 Const altern	ruction - parking garage repairs - ate 1	1.00000	EA		
Comm Code	Manufacturer	Specifica	tion	Model #	
72152700					
Extended Descri	ption:				

Parking Garage repairs - alternate 1

SCHEDULE OF EVENTS

<u>,Line</u> 1	<u>Event</u> MANDATORY Pre-Bid on January 11, 2022 at 11:00 AM EST	<u>Event Date</u> 2022-01-11
,2 v	Technical Questions due on January 14, 2022 at 10:00 AM EST	2022-01-14

SOLICITATION NUMBER: CRFQ PSC2200000010 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ PSC2200000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

*{*_

- [] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [X] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

Description of Modification to Solicitation:

- 1) To attach the Pre-Bid Sign-In Sheet
- 2) To attach the Vendor Questions and Answers

Bid Opening remains the same at January 26, 2022 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ PSC2200000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

[Χ] Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	E]	Addendum No. 9
[]	Addendum No. 5	E]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pullman	Abwer, LLC
	Company
angle	Authorized Signature
1-26-22	
	Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ PSC220000010 Addendum #1 Vendor Questions and Answers

Q1) Does the pricing page need to be submitted if bidding through WVOASIS?

۲. +

A1) Yes, please complete the Exhibit A Pricing Page in full, which is in an Excel document, and attach it with the bid if bidding through WVOASIS.

Commodity line 1 in OASIS will be the total base bid amount (Lines A through L on the pricing page).

Commodity line 2 in OASIS is the total Add Alternate Price from the pricing page.

Pre-Bid Sign-In Sheet

Solicitation Number:CRFQ PSC220000010Date of Pre-Bid Meeting:1/11/2022Location of Prebid Meeting:Public Service Commission

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	<u>Fax #:</u>	<u>Email:</u>
Carl Welker Construction	Kyle Guanaugh	935 Vista Park Dr. Pittsburgh, PA 15005			Kavanaugh@Cortwalker Construction.
Purcman	Enic Shudy	140 S. LAMP-S DR Fraperial, FA 15126	412-608-9969 580-245-1395	412 - 922-7000	eshudy apullman- scrices.c
Reclaim Lo LLC	Paul Benedum	200 Qt4 STreet FRITMONT WV 26554	304-366-7070	304-816-0194	Pbenedum & Reclaimco
W.V. PSC	Garrett Harding	201 BROOKS St. Ungs. WW 25301			
W.V. PSC	maken a Harder	955			
W.V. PSC	Michael Dailey				

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number:CRFQ PSC220000010Date of Pre-Bid Meeting:1/11/2022Location of Prebid Meeting:Public Service Commission

Please Note:

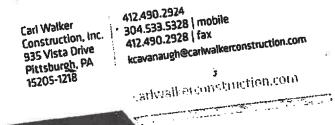
Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	<u>Fax #:</u>	<u>Email:</u>
WDP 4 Associates	John G.E.II Renote via Ph	Emo			JG1:110000pa.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

4,0

Kyle Cavanaugh Per Canadon - Districe Mondoce



AIA Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

PSC Parking Garage Repair Project CPO PSC220000002 201 Brooks Street Charleston, West Virginia 25301

THE OWNER:

(Name, legal status and address)

Public Service Commission 201 Brooks Street Charleston, West Virginia 25301

THE ARCHITECT: (Name, legal status and address)

WDP & Associates Consulting Engineers, Inc. 10621 Gateway Boulevard, Suite 200 Manassas, Virginia 20110

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS:

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

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- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS § 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS **ARTICLE 6** § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

PROTECTION OF PERSONS AND PROPERTY ARTICLE 10

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

CLAIMS AND DISPUTES ARTICLE 15

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

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§ 15.4.4 Consolidation or Joinder

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

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

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

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State of West Virginia

Supplementary Conditions to AIA Document A201-2017 General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

ARTICLE 1 GENERAL PROVISIONS

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bldding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

§1.2 Correlation and intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Partles have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

ARTICLE 2 OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entitles may include, but are not limited to, the West Virginia Attomey General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner. Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

ARTICLE 3 CONTRACTOR

\$3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

\$3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.4 LABOR AND MATERIALS

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§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 et seq., relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 et seq., relating to local hiring preference
- W. Va. Code §21-1D-1 et seq., relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5;

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, If applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time:

\$3,10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

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\$3,15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

ARTICLE 4 ARCHITECT

§4.1 GENERAL

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

State of West Virginia

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

ARTICLE 5 SUBCONTRACTORS

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

§5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy. Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

ARTICLE 7 CHANGES IN THE WORK

§7.1 General

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§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner

and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, lifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those working and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

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§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 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 provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a delay delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

ARTICLE 8 TIME

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

ARTICLE 9 PAYMENTS AND COMPLETION

§9.1 Contract Sum

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§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 After the phrase "in the full amount of the Application for Payment," Insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6 PROGRESS PAYMENTS

- §9.6.7 Delete Section 9.6.7 in its entirety.
- §9.6.8 Delete Section 9.6.8 in its entirety.
- §9.7 FAILURE OF PAYMENT
- §9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

§9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect. §9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or timit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

ARTICLE 11 INSURANCE AND BONDS

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

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

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

\$11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.6 INTEREST

§13.6 Delete Section 13.5 In its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited. Add the following Sections to Article 13:

§13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 In its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost 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 not 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 Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

\$14,4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14,4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

§14,4,3 Delete Section 14.4,3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

ARTICLE 15 CLAIMS AND DISPUTES

§15.1 Claims

J.

§15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 NOTICE OF CLAIMS Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by nonbinding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 15.3.3 Remove section 15.3.3 in its entirety

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

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§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

\$15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

\$15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16 EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or Indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:	Public Service Commission 201 Brooks St. Charleston WV 25301	Contractor:	Pullman Power LLC 10150 Old Columbia Rd. Columbia MD 21046
By:	Charlotte R. Jane	ву:	Mark A. Bott
Title:	Chairman	Title:	sst. Secretaer
Date:	3-8-22	Date: 3	-7-22

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this <u>20th</u> day of <u>rebrue</u>, 2019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL BY: Ar DEPUTY ATTORNEY-GENERAL

WEST VIRGINIA PUBLIC SERVICE COMMISSION PARKING GARAGE REHABILITATION PROJECT 201 BROOKS ST. CHARLESTON, WV

PROJECT NOTES

CODE ANALYSIS

SCOPE OF WORK: ADDRESS:

EXISTING BUILDING: USE GROUP: CONSTRUCTION TYPE: NO. OF STORIES BELOW GRADE:

NEW WORK (PROPOSED): USE GROUP: CONSTRUCTION TYPE: NO. OF STORIES BELOW GRADE:

APPLICABLE CODES:

- 2016 WEST VIRGINIA STATE BUILDING CODE
- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE

EXIT TRAVEL DISTANCE PER IBC (TABLE 1017.2)

OPEN SPACED PARKING GARAGE REPAIRS 201 BROOKS ST. CHARLESTON, WV

S-2

1-B

0

NO CHANGE

NO CHANGE

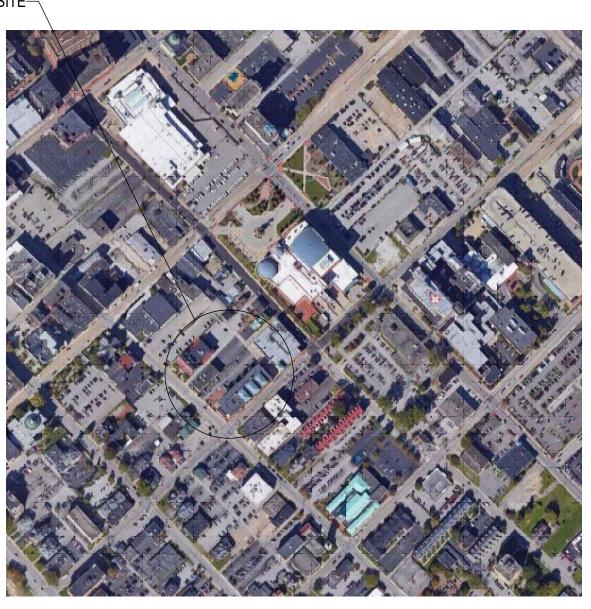
NO CHANGE

West Virgin

MAXIMUM LENGTH OF EXIT TRAVEL FOR GROUP S-2 NOT EXCEEDING 300 FEET (NO SPRINKLER SYSTEM)

SITE-

SITE-

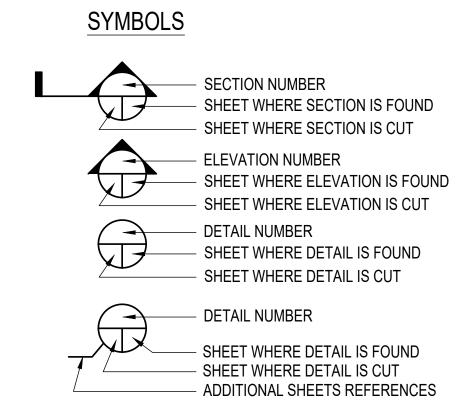


VICINITY MAP NOT TO SCALE

SITE MAP PLAN NORTH NOT TO SCALE

ABBREVIATIONS				
SYMBOL	DESCRIPTION			
Ø	DIAMETER			
BLDG.	BUILDING			
CMU	CONCRETE MASONRY UNIT			
C.J.	CONTROL JOINT			
¢	CENTERLINE			
EA	EACH			
FRT	FIRE RESISTANT TREATED			
FT	FEET			
GA.	GAUGE			
LF	LINEAR FEET			
MAX.	MAXIMUM			
MIN.	MINIMUM			
NIS	NOT IN SCOPE			
0.C.	ON CENTER			
O.D.	OUTSIDE DIAMETER			
OPP.	OPPOSITE			
PSF	POUNDS PER SQUARE FOOT			
PSI	POUNDS PER SQUARE INCH			
SIM.	SIMILAR			
SF	SQUARE FOOT			
S.S.	STAINLESS STEEL			
TYP.	TYPICAL			
U.N.O.	UNLESS NOTED OTHERWISE			

SHEET LIST TABLE					
SHEET TITLE					
TITLE SHEET					
GENERAL NOTES					
GROUND LEVEL PLAN					
SECOND LEVEL PLAN					
THIRD LEVEL PLAN					
SECOND LEVEL SOFFIT PLAN					
THIRD LEVEL SOFFIT PLAN					
DETAILS					
PHOTOGRAPHS					







GENERAL NOTES

- THE SCOPE OF THE REPAIR INCLUDES ALL MATERIAL, LABOR AND INCIDENTALS REQUIRED TO REPAIR DAMAGED CONCRETE, REPLACE SEALANT JOINTS, INSTALL NEW SEALANT JOINTS, REPLACE TRAFFIC COATINGS, INSTALL NEW PEDESTRIAN COATING, INSTALL NEW DECK DRAINS, INSTALL NEW COPING COVER, REPLACE WHEEL STOPS, AND OTHER MISCELLANEOUS REPAIRS OUTLINED IN THE DOCUMENTS.
- THE SCOPE OF WORK OUTLINED IN THESE DRAWINGS WAS BASED ON A FIELD INVESTIGATION PERFORMED BY WDP IN 2020. FURTHER 2. DETERIORATION MAY HAVE OCCURRED SINCE THIS INVESTIGATION. ANY EXISTING ELEMENTS INDICATED TO REMAIN WHICH SHOW SIGNS OF DISTRESS OR DETERIORATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR SHALL DEVELOP AND SUBMIT PHASING AND TRAFFIC CONTROL PLANS AS REQUIRED TO PERFORM THE REPAIR TO THE OWNER FOR APPROVAL. CONTRACTOR SHALL ALSO PROVIDE AND INSTALL THE TEMPORARY VEHICLE AND PEDESTRIAN TRAFFIC SIGNS AND OTHER REQUIRED WARNING SIGNS AT THE PROJECT SITE PER THE PHASING PLAN.
- ACCESS TO AREAS OF THE GARAGE OUTSIDE OF THE ACTIVE CONSTRUCTION AREA SHALL BE MAINTAINED FOR BUILDING OCCUPANTS. 4. PEDESTRIAN PROTECTION AND TRAFFIC CONTROL SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIALS, DIMENSIONS, LOCATIONS, AND EXISTING ELEMENTS TO REMAIN 5. IN THE FIELD PRIOR TO COMMENCEMENT OF WORK AND SUBMISSION OF SHOP DRAWINGS. IF EXISTING CONDITIONS ARE IDENTIFIED WHICH VARY FROM WHAT IS PRESENTED IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- SECTION CUTS AND DETAILS SHOWN ARE TYPICAL. THEY SHALL BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS AND HAVE NOT 6. BEEN SHOWN EVERYWHERE THEY APPLY.
- SYMBOLS IN THE DRAWINGS ARE NOT TO SCALE. DO NOT SCALE QUANTITIES FOR THE DRAWINGS. DRAWINGS AND DETAIL SCALES ARE 7 APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL PROTECT ALL INSTALLED WORK FROM DAMAGE AND SHALL REPAIR DAMAGED MATERIALS TO RESTORE THE 8. ORIGINAL FORM AND FUNCTION TO THE SATISFACTION OF THE ENGINEER AND OWNER; OR DAMAGED MATERIAL SHALL BE REPLACED AT NO ADDITIONAL COST.
- 9. DESIGN LIVE LOADS
 - A. SLAB-ON-GRADE
 - B. STAIRWAYS

100 PSF 100 PSF 50 PSF

10. MATERIAL PROPERTIES

C. GARAGE PARKING LEVELS

- A. CONCRETE: NORMAL WEIGHT WITH THE FOLLOWING 28 DAY COMPRESSIVE STRENGTHS
 - a. SLAB-ON-GRADE

b.	PRECAST CONCRETE

5000 PSI c. CONCRETE NOT NOTED OTHERWISE 4000 PSI

3500 PSI

- B. REINFORCING MATERIALS
 - a. REINFORCING BARS- ASTM A 615 GRADE 60, DEFORMED WELDED REINFORCING BARS- ASTM A 706, GRADE 60 b.
 - c. WELDED WIRE FABRIC- ASTM A 1064, WELDED STEEL WIRE FABRIC

2.

- 4

GENERAL DEMOLITION NOTES

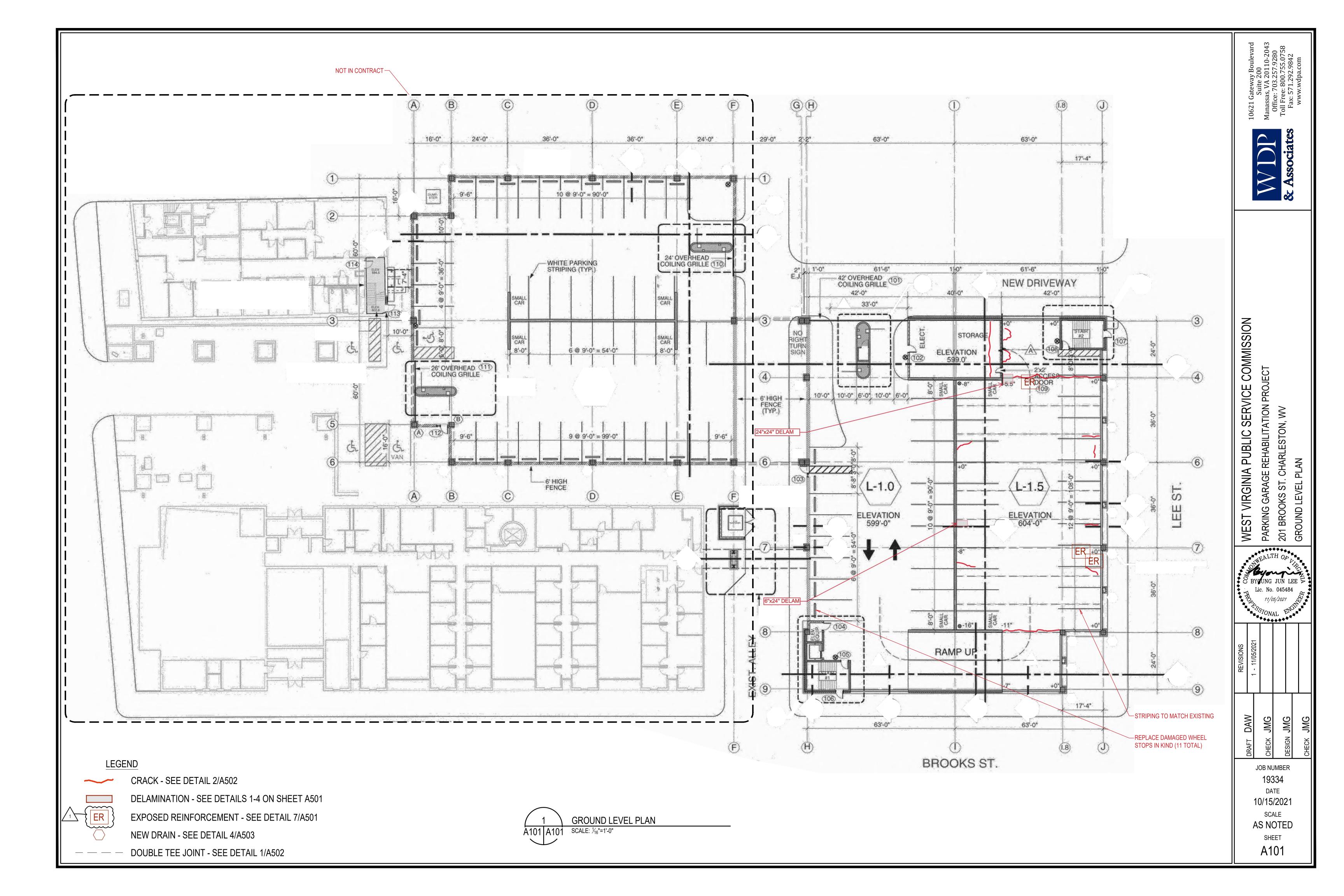
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF DEMOLITION AND JOBSITE SAFETY THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF THE EXISTING STRUCTURE THROUGHOUT THE EXECUTION OF THE WORK.

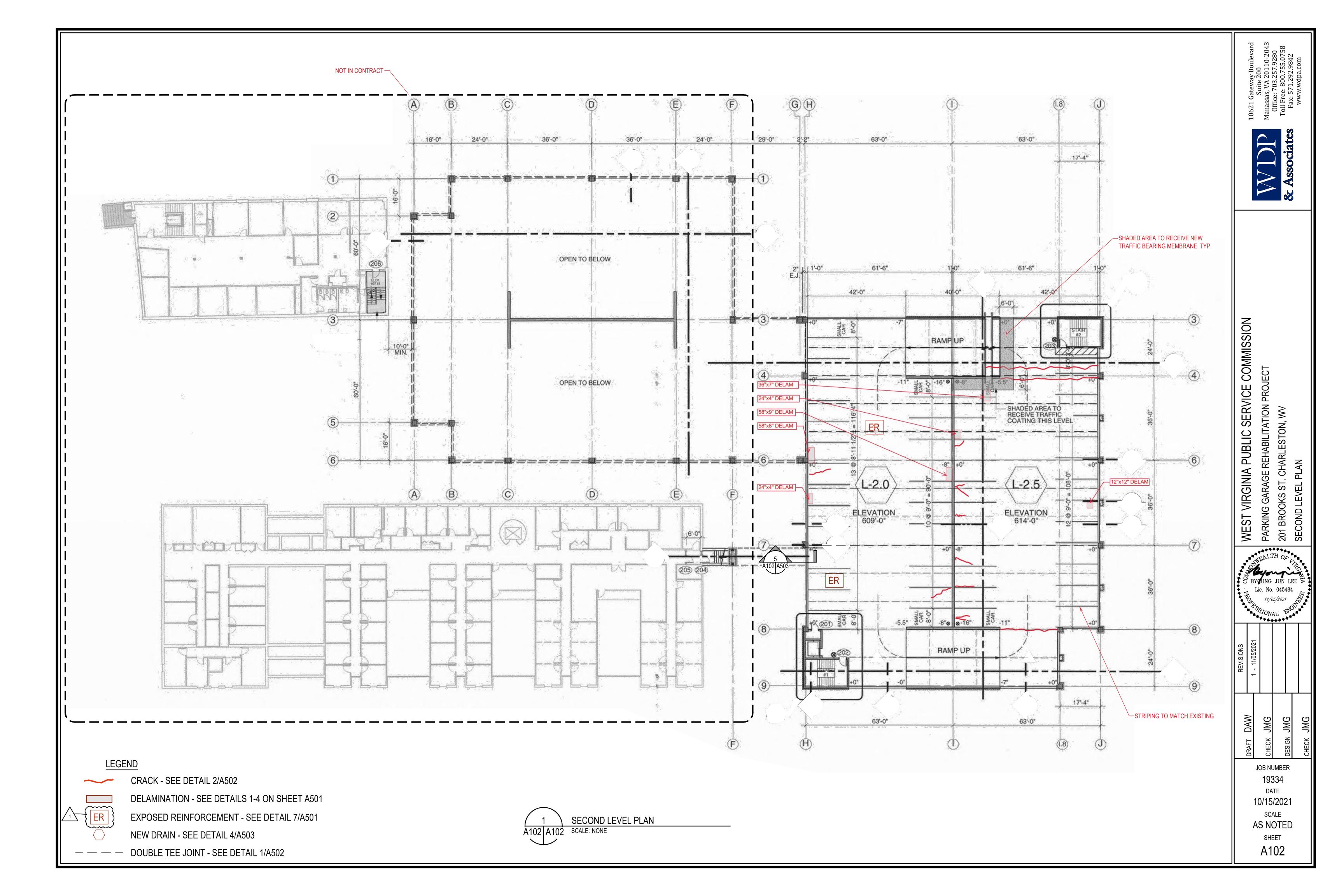
CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF EXISTING CONDITIONS ARE EXPOSED WHICH APPEAR TO BE IMPROPERLY INSTALLED, DEVIATE FROM THE CONDITIONS SHOWN IN THE CONTRACT DOCUMENTS, OR MAY NOT BE STRUCTURALLY SOUND. NEGLIGENCE OR TARDINESS IN THE NOTIFICATION OF THE ENGINEER OF SUCH CONDITIONS SHALL NOT BE CAUSE FOR CONSTRUCTION DELAYS.

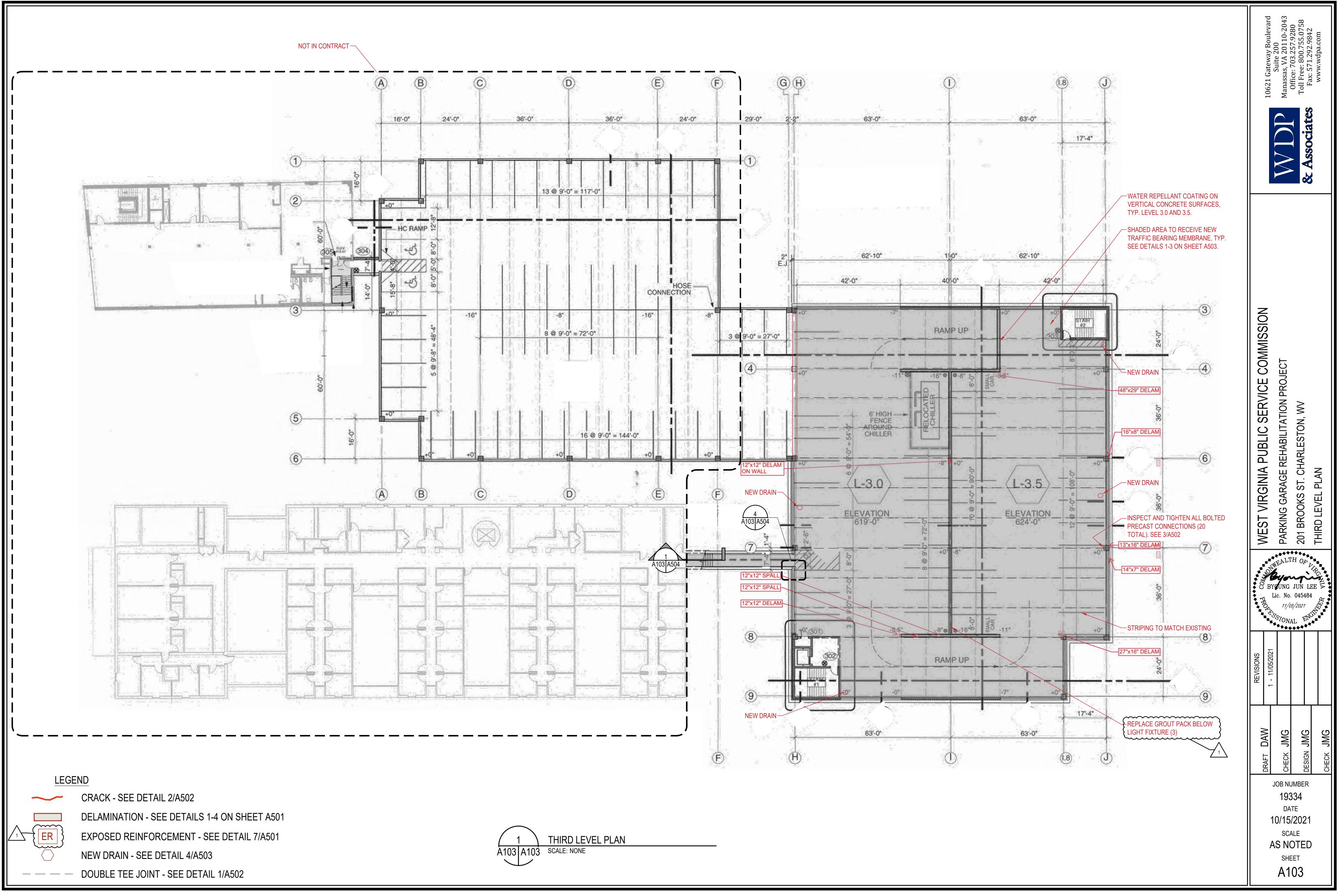
CONTRACTOR SHALL BE RESPONSIBLE FOR DUST COLLECTION DURING THE EXECUTION OF WORK SHOWN. CONTRACTOR SHALL SUBMIT A PLAN FOR PROTECTING EXISTING BUILDING COMPONENTS AND OCCUPANTS FROM DUST AND DEBRIS GENERATED AS PART OF THE WORK.

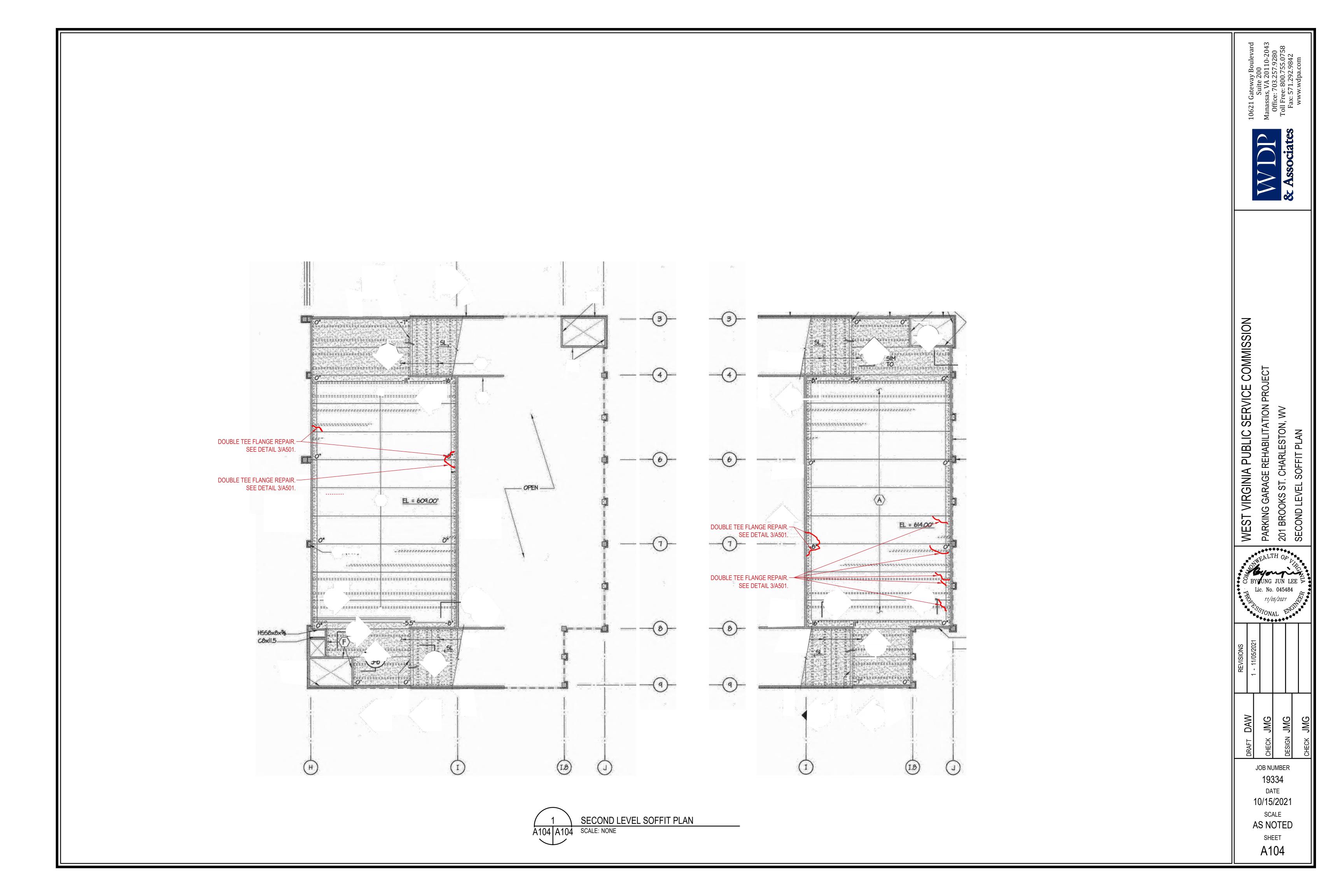
CONTRACTOR SHALL MAINTAIN THE STABILITY OF EXISTING BUILDING COMPONENTS AT ALL TIMES DURING THE PROJECT. PROVIDE TEMPORARY SHORING AS NECESSARY TO MAINTAIN THE INTEGRITY OF THE STRUCTURE DURING THE WORK. SHORING SHALL BE INSTALLED IN ACCORDANCE WITH SHORING DESIGN DEVELOPED BY AN ENGINEER LICENSED IN THE STATE OF WEST VIRGINIA.

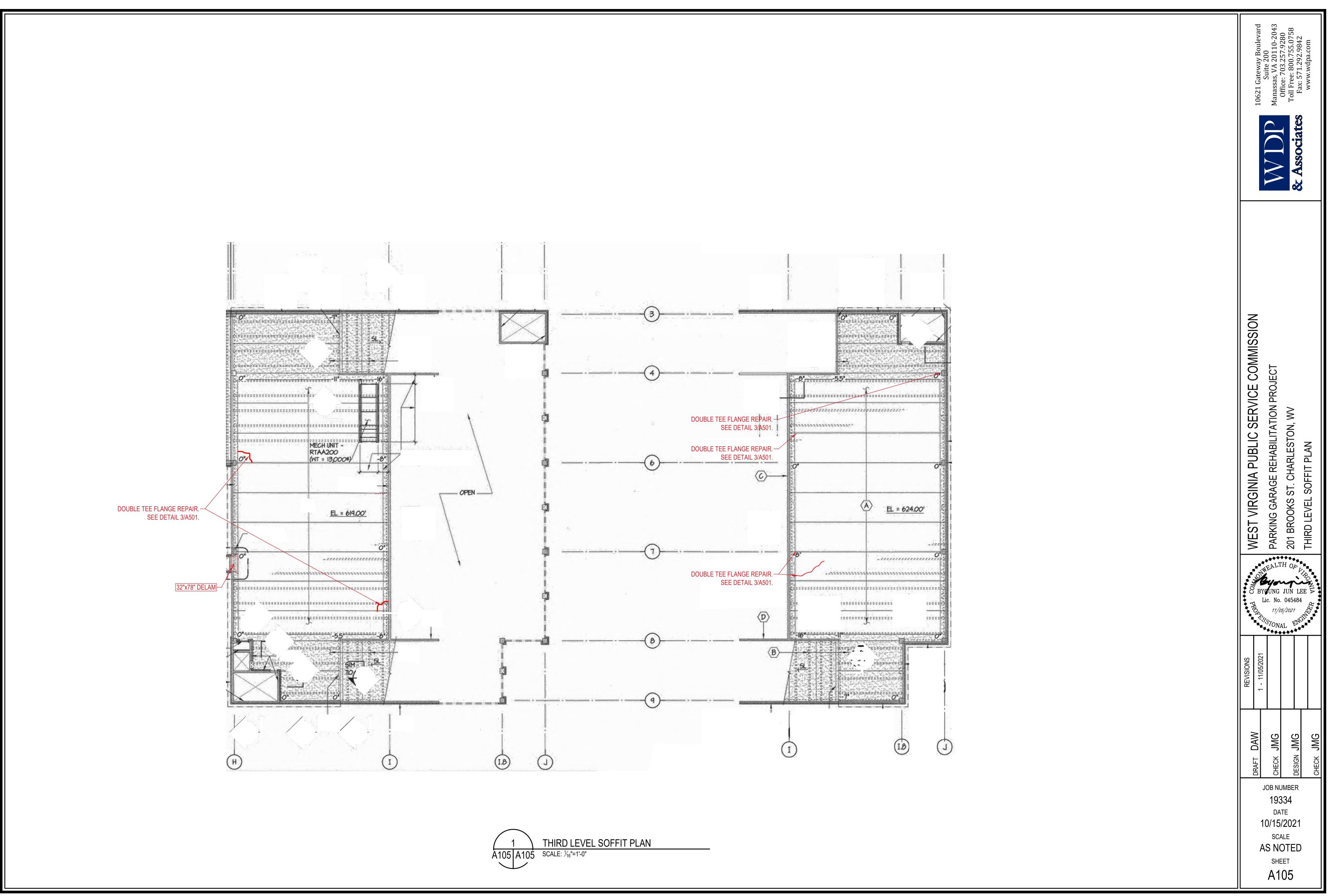
ESTIMATED C				·····	~~~~	}								10621 Gateway Boulevard Suite 200 Manassas, VA 20110-2043 Office: 703.257.9280 Toll Free: 800.755.0758 Fax: 571.292.9842 www.wdpa.com
Level	1	.0	1.	.5	2	.0	2	.5	3	.0	3.	5	T . (.)	1 Gateway Boule Suite 200 ssas, VA 20110- fice: 703.257.928 Free: 800.755.0 ax: 571.292.984 www.wdpa.com
Repair Item	Deck (D)	Soffit (S)	D	S	D	S	D	S	D	S	D	S	Total	atewa Suite Is, VA :: 703. 571.2 571.2 /w.wd
Delamination repair (SF) Fractured double tee flanges	-	-	5	-	8	-	3	-	1	16	17	-	50	10621 Gate Sui Manassas, V Office: 70 Fax: 57 www.v
(SF)	-	-	-	-	-	15	-	40	-	10	-	40	105	106 Mar To
Double tee joint sealants (LF)	-	-	605	-	805	-	700	-	800	-	675	-	3,585	
Perimeter and other joint sealants (LF)	-	-	475	-	498	-	438	-	498	-	750	-	2,659	VDD Associates
Traffic bearing membrane (SF)	-	-	-	-	-	-	250	-	9,850	-	8,750	-	18,850	
Pedestrian bridge membrane (SF)	-	-	-	-	-	-	-	-	-	-	200	-	200	As:
Pedestrian bridge sealant joints (LF)	-	-	-	-	-	-	-	-	-	-	10	-	10	
Pedestrian Bridge Parapet Cap Extension (EA)	-	-	-	-	-	-	-	-	-	-	2	-	2	
Tighten Precast Connections (EA)	-	-	-	-	-	-	-	-	-	-	20	-	20	
Crack repair (LF)	-	-	123	-	18	90	131	161	-	195	-	244	962	
Additional Deck Drains (EA)	-	-	-	-	-	-	-	-	2	-	2	-	4	
Water repellant - vertical application (SF)	-	-	-	-	-	-	-	-	1,960	-	1,700	-	3,660	
Exposed Reinforcing steel	-	-	4	-	2	-	2	-	8	-	4	-	20	
Grout pack at light fixtures (EA)											3		3	
	-	-	-	-		-		-	-	-	5	-		
Wheel Stop Repairs (EA)	8	-	-	-	-	-	-	-	-	-	3	-	11	MIS:
				AI	LTERNATE		S							
Water repellant - horizontal	8,740	_	8,460	_	9,750	<u> </u>	8,365	_					35,315	
														DRAFT DAW REVISIONS DRAFT DAW REVISIONS CHECK INC. Include Commission CHECK Include Commission MEST VIRGINIA PUBLIC SERVICE COMMISSION CHECK Include Commission Include Commission Design Include Commission Include Commission Design Include Commission Include Commission CHECK Include Commission Include Commission Design Include Commission Include Commission CHECK Include Commission Include Commission Design Include Commission Include Commission CHECK Include Commission Include Commission Design Include Commission Include Commission CHECK Include Commission Include Commission Design Include Commission Include Commission CHECK Include Commission Include Commission Design Include Commission Include Commission I
														JOB NUMBER 19334 DATE 10/15/2021

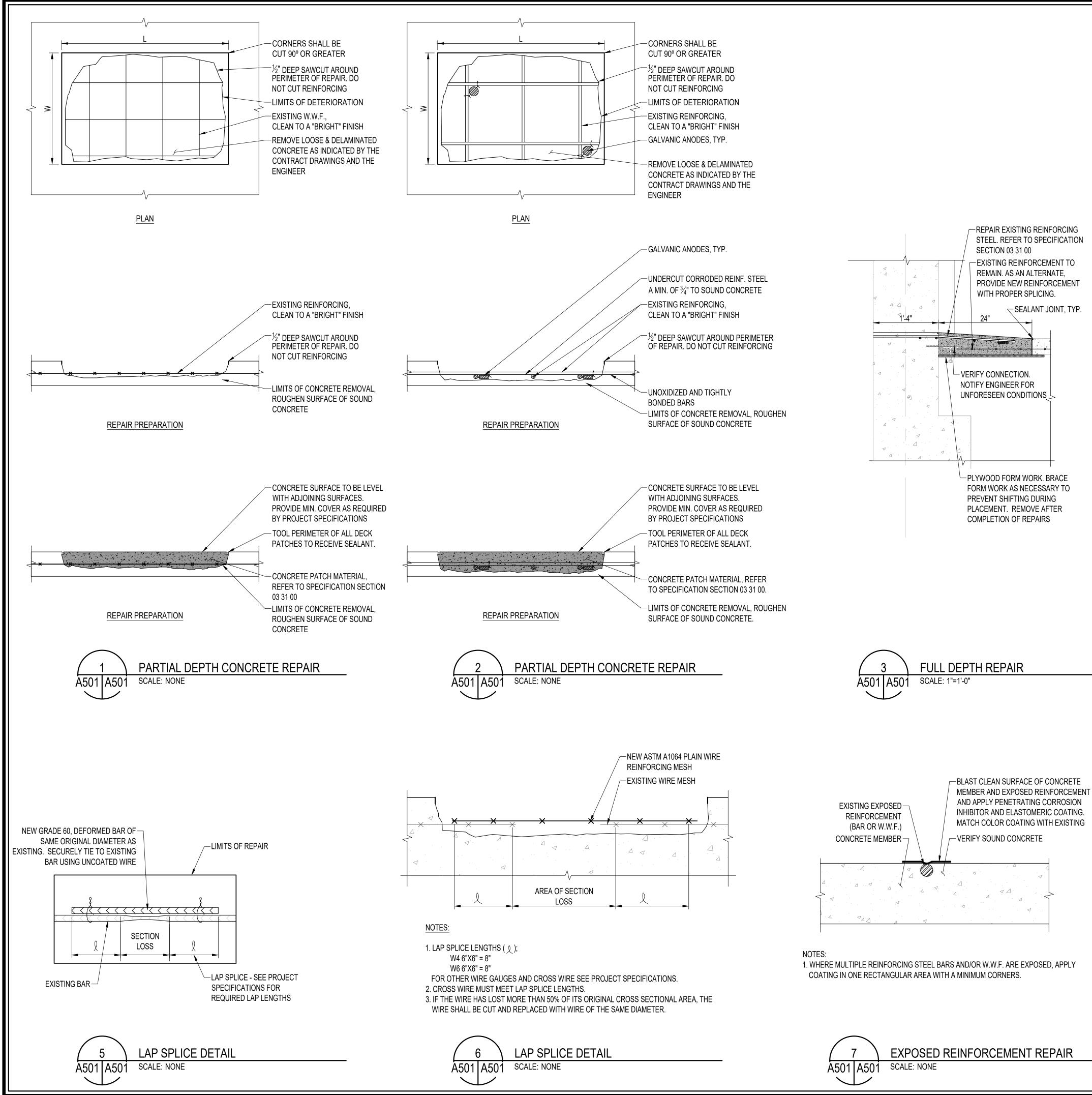


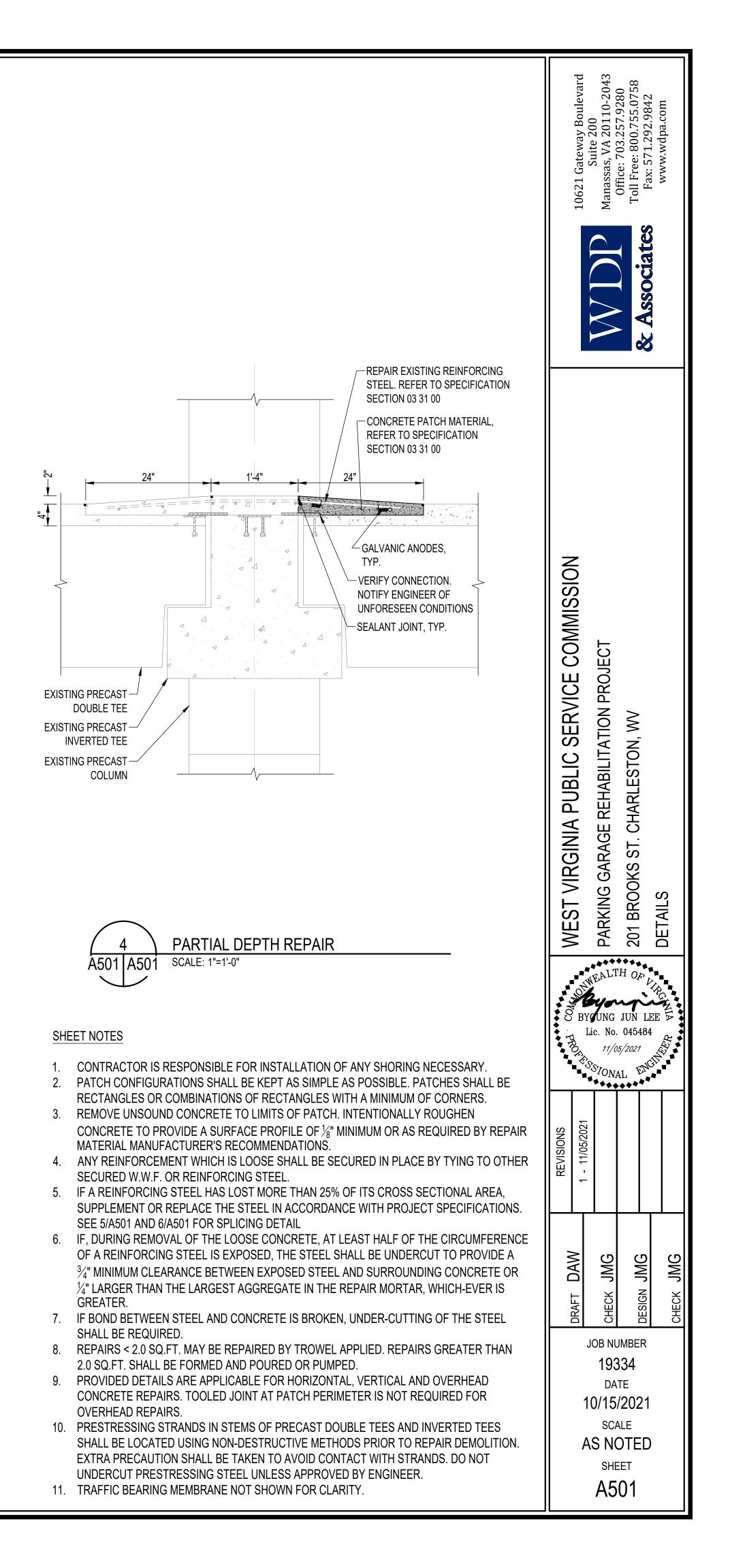


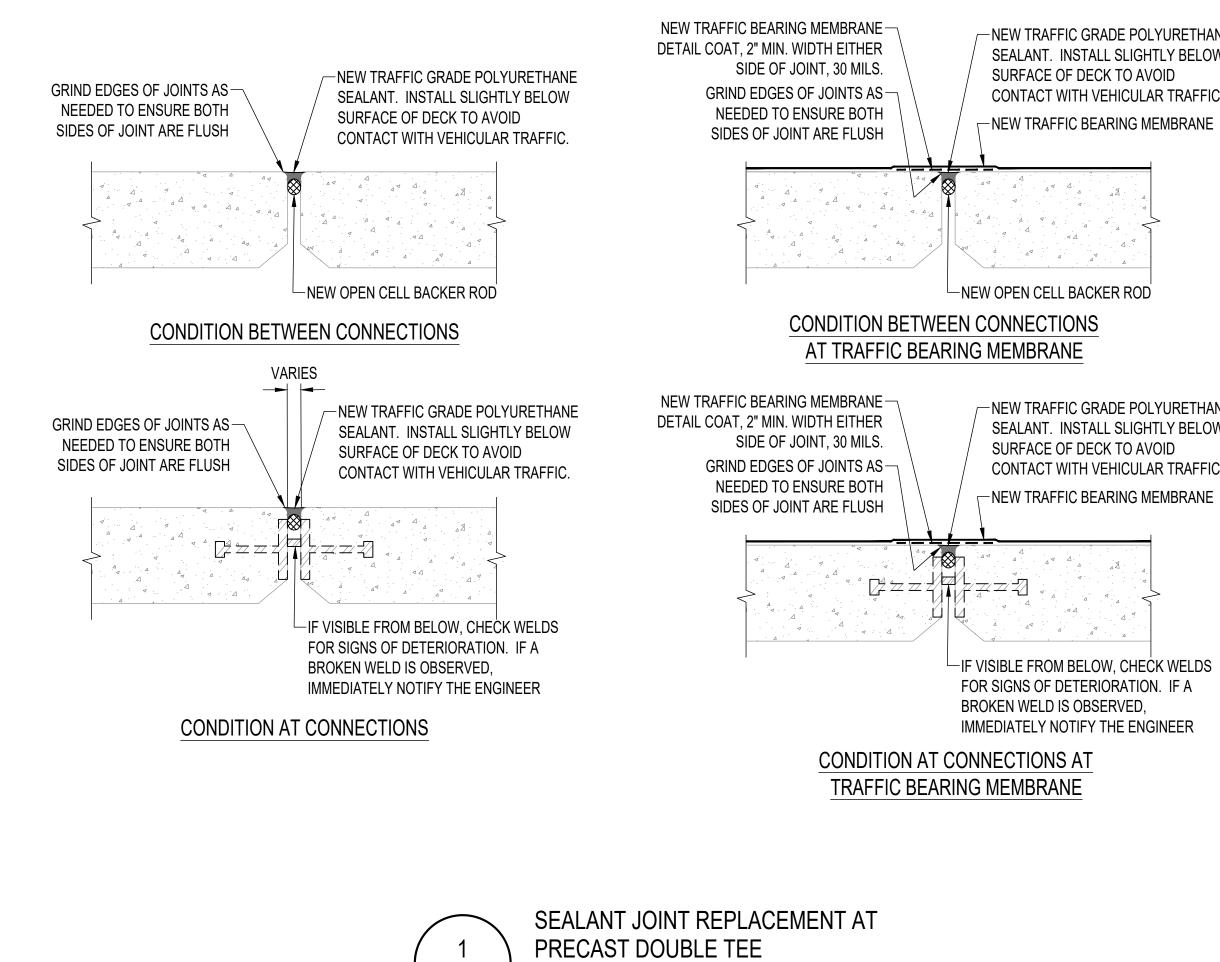








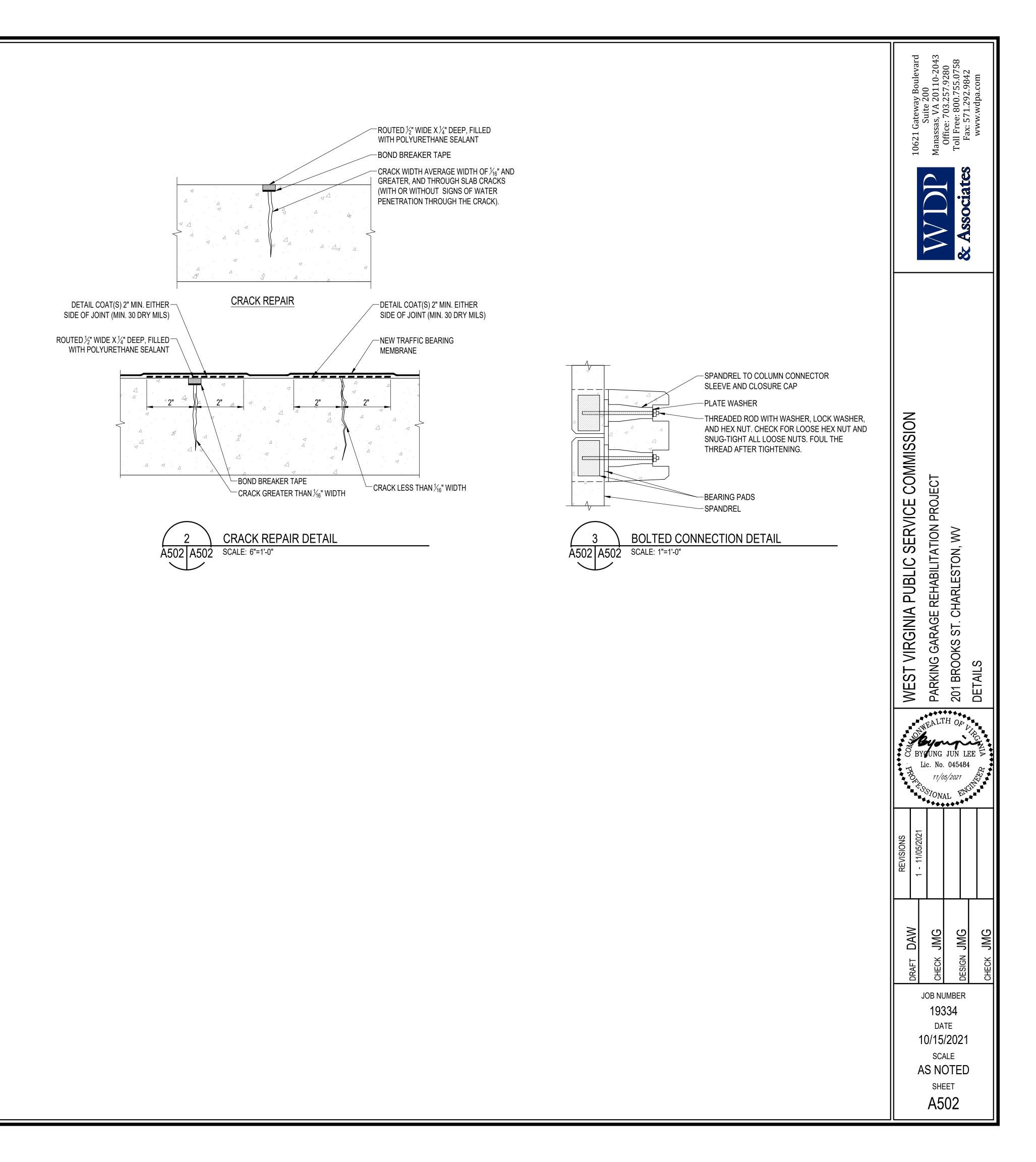


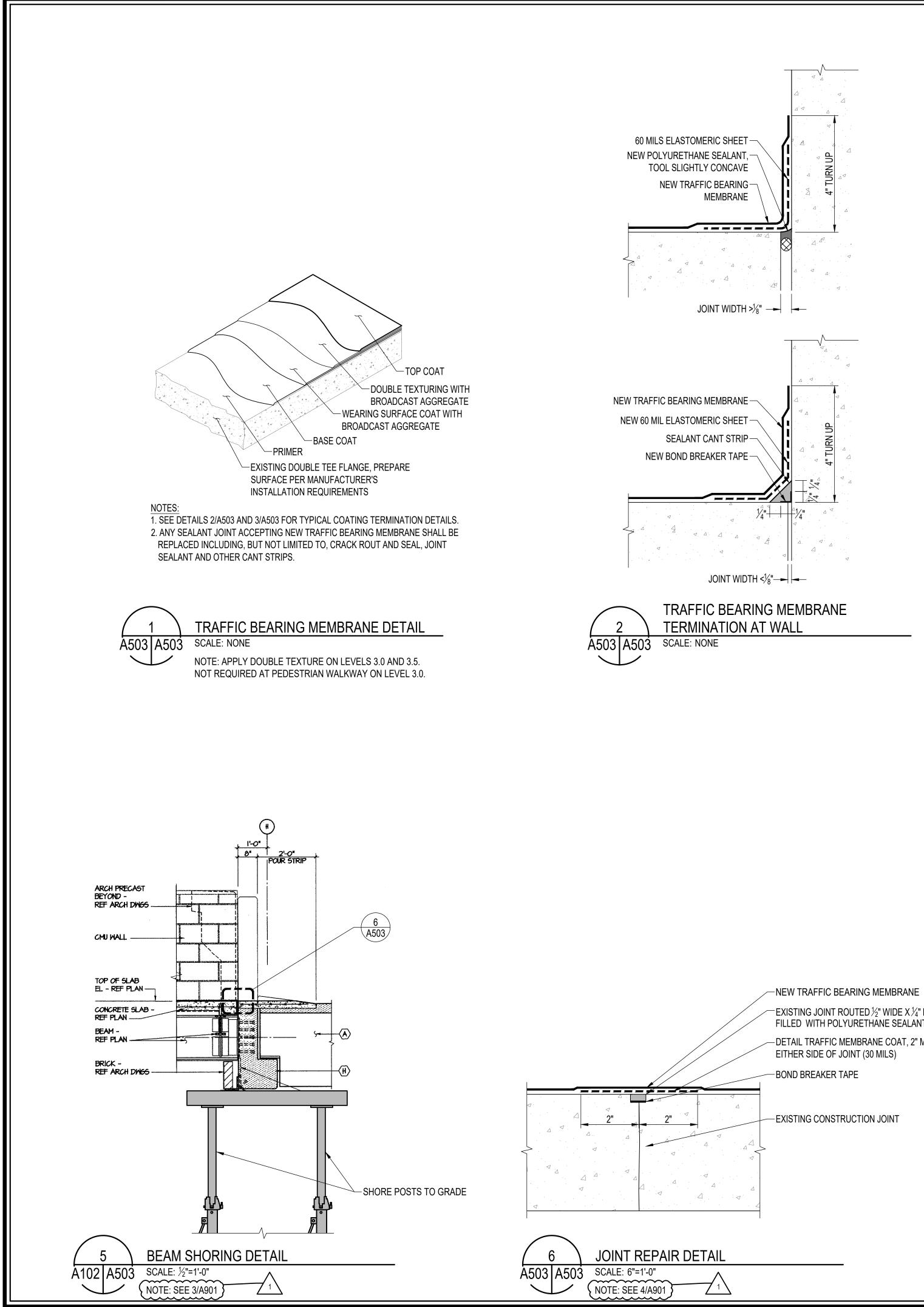


A502 A502 SCALE: 3"=1'-0"

SEALANT. INSTALL SLIGHTLY BELOW CONTACT WITH VEHICULAR TRAFFIC.

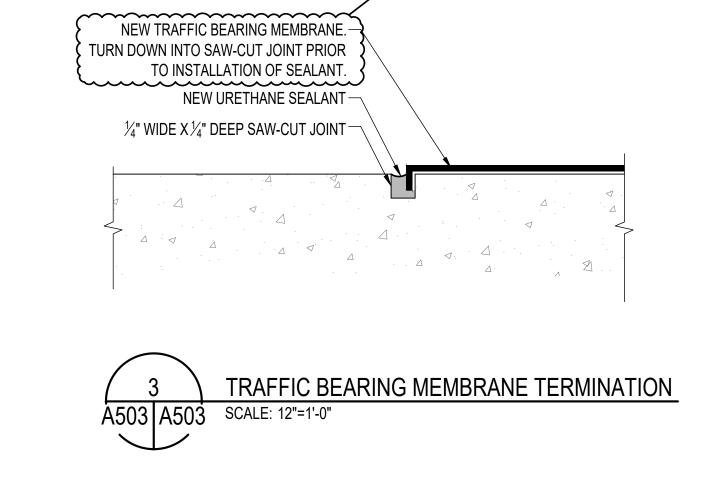
-NEW TRAFFIC GRADE POLYURETHANE SEALANT. INSTALL SLIGHTLY BELOW CONTACT WITH VEHICULAR TRAFFIC. -NEW TRAFFIC BEARING MEMBRANE

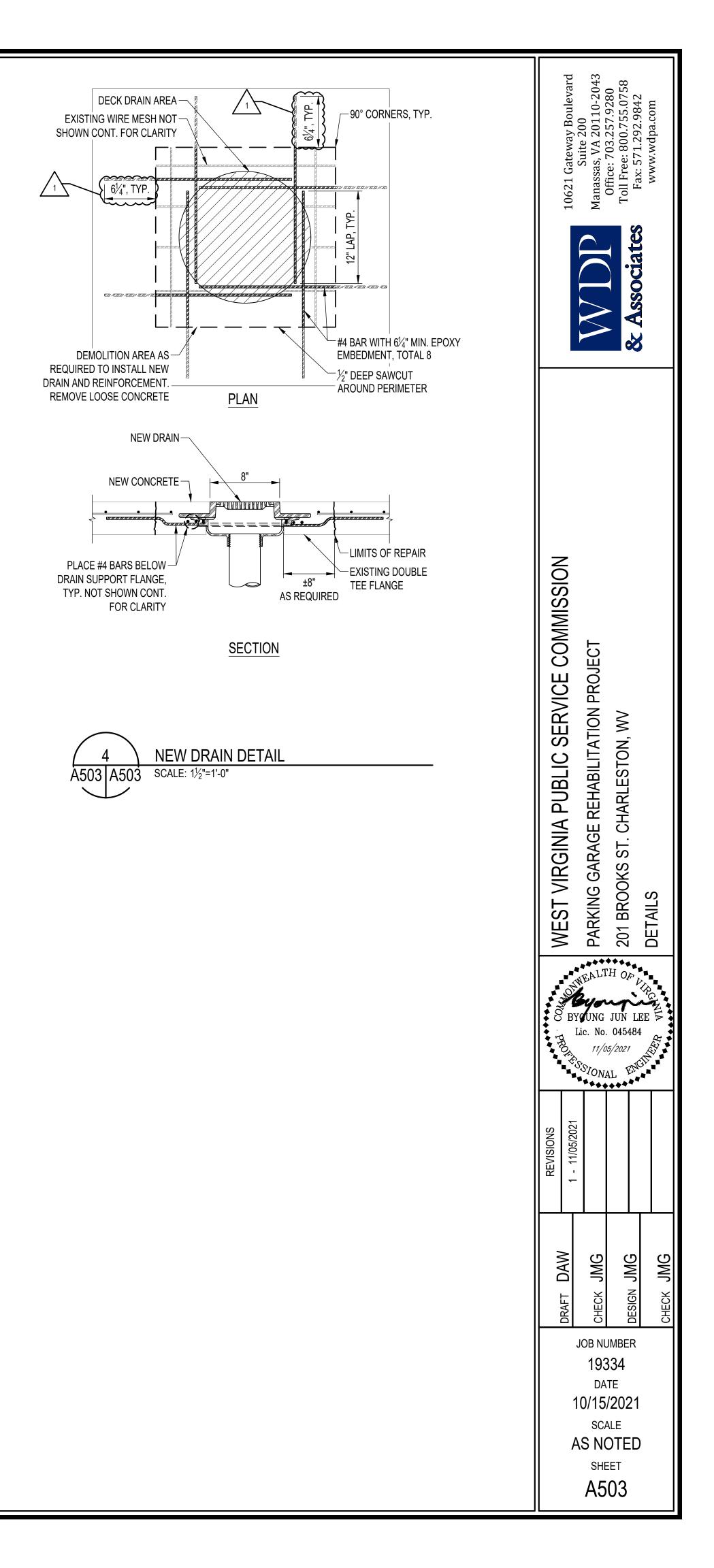


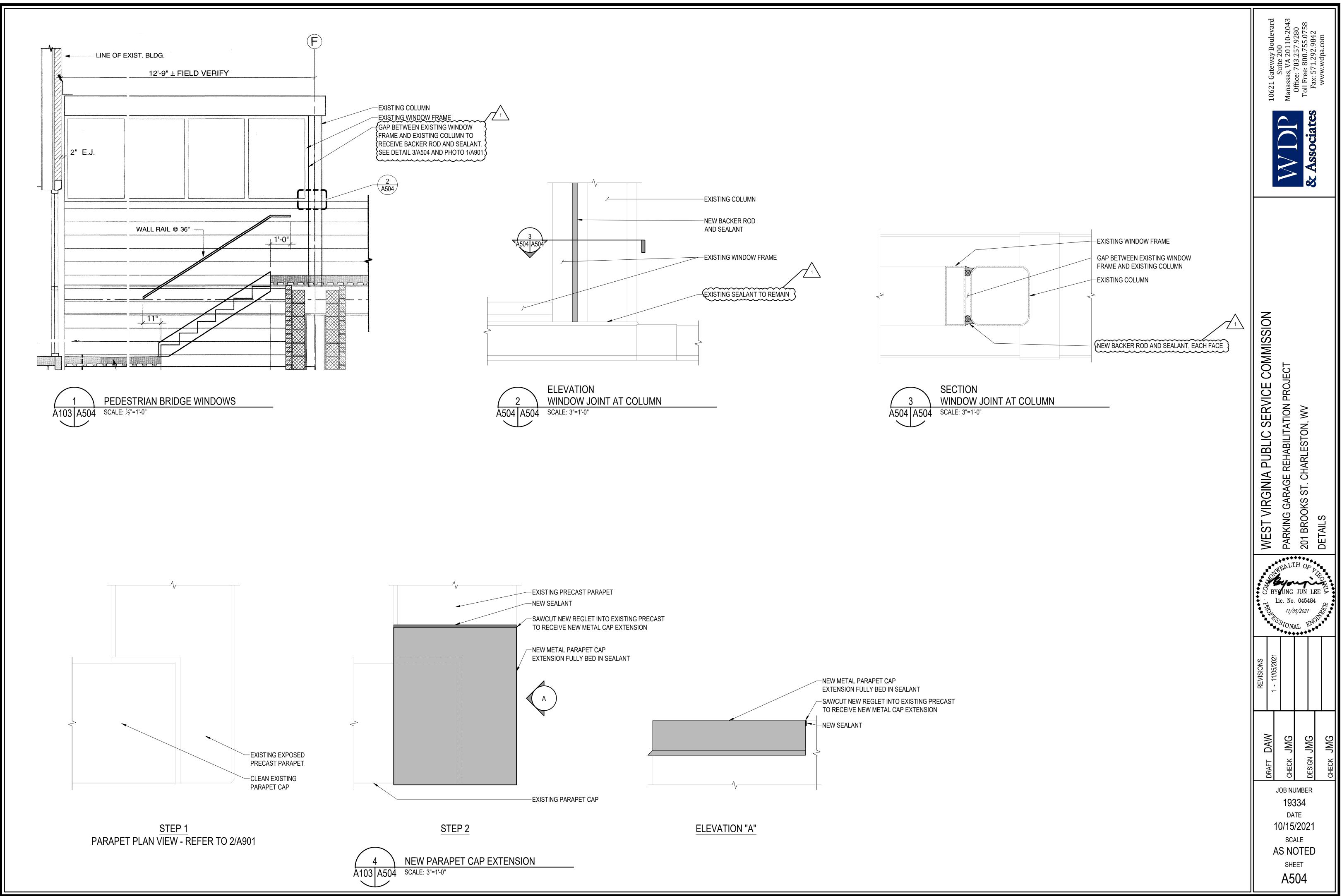


-EXISTING JOINT ROUTED $\frac{1}{2}$ " WIDE X $\frac{1}{4}$ " DEEP, FILLED WITH POLYURETHANE SEALANT -DETAIL TRAFFIC MEMBRANE COAT, 2" MIN. EITHER SIDE OF JOINT (30 MILS)

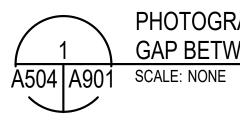
-EXISTING CONSTRUCTION JOINT





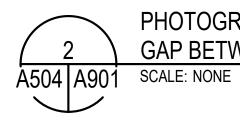




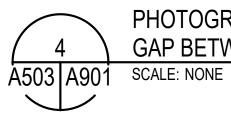


PHOTOGRAPH 1 GAP BETWEEN COLUMN AND WINDOW FRAME SCALE: NONE





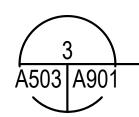




PHOTOGRAPH 4 GAP BETWEEN COLUMN AND WALL SCALE: NONE



PHOTOGRAPH 2 GAP BETWEEN PARAPET CAP AND PRECAST



PHOTOGRAPH 3 SUPPORT COLUMN AT PEDESTRIAN BRIDGE SCALE: NONE

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West Virginia Public Service Commission Parking Garage Rehabilitation Project



Manassas, VA

Charlottesville, VA

Blacksburg, VA

Myrtle Beach, SC

New York, NY



Final Submission

WDP Project No. 19334

Revised November 5, 2021

Project Manual

for



West Virginia Public Service Commission Parking Garage Rehabilitation Project

Charleston, West Virginia

Manassas, VA	Final Submittal
Charlottesville, VA	
Blacksburg, VA	WDP Project No. 19334
Myrtle Beach, SC	October 15, 2021 Pavised November 5, 2021
New York, NY	Revised November 5, 2021
	Propagad for:

Prepared for:

Public Service Commission of West Virginia 201 Brooks Street Charleston, West Virginia 25301

Prepared by:

WDP & Associates Consulting Engineers, Inc.

10621 Gateway Boulevard, Suite 200 Manassas, Virginia 20110

West Virginia Public Service Commission Parking Garage Rehabilitation Project

Charleston, West Virginia



Final Submittal

WDP Project No. 19334 Manassas, VA Charlottesville, VA Blacksburg, VA Myrtle Beach, SC New York, NY WDP Project No. 19334 October 15, 2021 Revised November 5, 2021 Prepared for: Public Service Commission of West Virginia 201 Brooks Street Charleston, West Virginia 25301

Prepared by:

WDP & Associates Consulting Engineers, Inc. 10621 Gateway Boulevard, Suite 200 Manassas, Virginia 20110

Respectfully submitted,

BJ Lee, Ph.D. P.E, S.E Associate

John M. Grill, P.E. Associate / Division Manager

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SCHEDULE OF DRAWINGS

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Public Service Commission of West Virginia Parking Garage Rehabilitation

BASE BID ITEM	Project Manual Section 01 20 00 Article #	Base Bid Price	Unit of Measure	<u>Quantity</u>	Base Bid Amoun	ıt
All Work included in Base Bid, per Section 01 20 00,						-
"Measurement and Payment," of the Project Manual	2.04.A		Lump Sum	1	\$ -	
UNIT PRICE ITEMS		•				
Unit Price Items, per Section 01 20 00, "Measurement and	Project Manual Section 01 20 00			Estimated	Extended Unit	
Payment," of the Project Manual	Article #	Unit Price	Unit of Measure	<u>Quantity</u>	Price Cost	
Unit Price 1: Concrete Delamination and Repair	2.04.C		Square Foot	50	\$ -	
Unit Price 2: Fractured Double Tee Flange Repair	2.04.D		Square Foot	105	\$ -	
Unit Price 3: Concrete Crack Routing and Sealing Repair	2.04.E		Linear Foot	962	\$ -	
Unit Price 4: Joint Sealant Replacement	2.04.F		Linear Foot	6244	\$ -	
Unit Price 5: New Deck Drain Installation	2.04.G		Each (Drain)	4	\$ -	
Unit Price 6: Exposed Rebar Repair	2.04.H		Each	20	\$ -	
Unit Price 7: Wheel Stop Replacement	2.04.I		Each	11	\$ -	
TOTAL BASE BID AMOUNT (A+B+C+D+E+F+G+H+I+J+K+L) =					\$ -	
ADD ALTERNATE BID ITEM	Project Manual Section 01 20 00 Article #	Add Alternate Price	<u>Unit of Measure</u>	Quantity	Add Alternate <u>Amount</u>	_
Concrete Water Repellant Coating, Horizontal surfaces, leves						
1.2, 2.0 and 2.5. (35,315 sqft)	2.04.B		Lump Sum	1	\$ -	



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

THE OWNER: (Name, legal status and address)

THE ARCHITECT: (Name, legal status and address) This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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ARTICLE 1 GENERAL PROVISIONS § 1.1 Basic Definitions § 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

ARTICLE 2 OWNER § 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

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site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

AIA Document A201[™] – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

AIA Document A201[™] – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

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

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time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

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§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

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15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

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consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

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State of West Virginia

Supplementary Conditions to AIA Document A201-2017 General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

ARTICLE 1 GENERAL PROVISIONS

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (If bound herein).

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

§1.2 Correlation and intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

ARTICLE 2 OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

ARTICLE 3 CONTRACTOR

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 et seq., relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 et seq., relating to local hiring preference
- W. Va. Code §21-1D-1 et seq., relating to drug free workplace requirements.
- §3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

\$3,10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must §3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

ARTICLE 4 ARCHITECT

§4.1 GENERAL

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

State of West Virginia

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

ARTICLE 5 SUBCONTRACTORS

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

§5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

ARTICLE 7 CHANGES IN THE WORK

§7.1 General

§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner

and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 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 provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemIzed, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

State of West Virginia

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

ARTICLE 8 TIME

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

ARTICLE 9 PAYMENTS AND COMPLETION

§9.1 Contract Sum

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6 PROGRESS PAYMENTS

- §9.6.7 Delete Section 9.6.7 in its entirety.
- §9.6.8 Delete Section 9.6.8 in its entirety.
- §9.7 FAILURE OF PAYMENT
- §9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

§9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect. \$9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

\$9,10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

ARTICLE 11 INSURANCE AND BONDS

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

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

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.6 INTEREST

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited. Add the following Sections to Article 13:

§13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost 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 not 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 Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

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

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

ARTICLE 15 CLAIMS AND DISPUTES

§15.1 Claims

§15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 NOTICE OF CLAIMS Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by nonbinding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 15.3.3 Remove section 15.3.3 in its entirety

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

\$15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16 EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

State of West Virginia

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:	Contractor:
Ву:	Ву:
Title:	Title:
Date:	Date:

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 20th day of <u>February</u>, 2019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL BY DEPUTY ATTORNEY GENERAL

MATA® Document G701[™] – 2017

Change Order

PROJECT: (name and address)

CONTRACT INFORMATION: Contract For: Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CHANGE ORDER INFORMATION: Change Order Number: Date:

CONTRACTOR: (name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	-	
The net change by previously authorized Change Orders	\$		
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$		
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$_		
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$		
The Contract Time will be (increased) (decreased) (unchanged) by		() days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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Application and Certificate for Payment

TO OWNER:	PROJECT:		APPLICATION NO:		Distribution to:
			PERIOD TO:		OWNER
			CONTRACT FOR:		ARCHITECT
FROM CONTRACTOR:	VIA ARCHIT	ECT:	CONTRACT DATE:		CONTRACTOR
			PROJECT NOS:		FIELD []
CONTRACTOR'S APRILICATIO			The last last state		OTHER
CONTRACTOR'S APPLICATIO		C + +	The undersigned Contractor certifies and belief the Work covered by this	Application for Payment has been	completed in accordance
Application is made for payment, as shown be AIA Document G703 [™] , Continuation Sheet,	is attached	Contract.	with the Contract Documents, that a	Il amounts have been paid by the	Contractor for Work for
1. ORIGINAL CONTRACT SUM			which previous Certificates for Payme that current payment shown herein is r	ent were issued and payments receip	ived from the Owner, and
2. NET CHANGE BY CHANGE ORDERS			CONTRACTOR:	low duc.	
3. CONTRACT SUM TO DATE (Line 1 ± 2)			By:	Date:	
4. TOTAL COMPLETED & STORED TO DATE (C	-		State of:		
5. RETAINAGE:			- County of:		
a% of Completed Work			Subscribed and sworn to before		
(Columns $D + E$ on G703)	\$		me this	day of	
b % of Stored Material					
(Column F on G703)	\$		Notary Public:		
Total Retainage (Lines 5a + 5b, or Total in	n Cohumn I of G703) \$		My commission expires:		
6. TOTAL EARNED LESS RETAINAGE			ARCHITECT'S CERTIFICA	TE FOR PAYMENT	
(Line 4 minus Line 5 Total)			In accordance with the Contract Docu	ments, based on on-site observation	is and the data comprising
7. LESS PREVIOUS CERTIFICATES FOR PAYM	IÈNT \$\$		this application, the Architect certifies	s to the Owner that to the best of the	ne Architect's knowledge,
(Line 6 from prior Certificate)		//~	 information and belief the Work has progressed as indicated, the quality of the Work is i accordance with the Contract Documents, and the Contractor is entitled to payment of th 		
8. CURRENT PAYMENT DUE	s s		AMOUNT CERTIFIED.		
9. BALANCE TO FINISH, INCLUDING RETAINAG			AMOUNT CERTIFIED	\$	
(Line 3 minus Line 6)	\$		(Attach explanation if amount certified	d differs from the amount applied. In	nitial all figures on this
			Application and on the Continuation S	Sheet that are changed to conform w	ith the amount certified.)
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:		
Total changes approved in previous months b	oy Owner \$	\$	By:	Date:	
Total approved this month	\$	\$	This Certificate is not negotiable. The	AMOUNT CERTIFIED is payable	only to the Contractor
]]	TOTAL \$	\$	named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.		
NET CHANGES by Change Order	\$				
CAUTION: You should sign an original AIA	Contract Document, on whi	ich this text appears i	n RED. An original assures that changes	s will not be obscured.	

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MAIA® Document G703[™] – 1992

Continuation Sheet

AIA Do	ocument G702 TM –1992, Application and	l Certificate for Pay	ment, or G732 [™] -20	009,		APPLICATION NO	:		
Applica	ation and Certificate for Payment, Const ing Contractor's signed certification is a	ruction Manager as	Adviser Edition,			APPLICATION DA	TE:		
In tabul	lations below, amounts are in US dollars	S.				PERIOD TO:	\frown		
Use Co	lumn I on Contracts where variable reta	inage for line items	may apply.			ARCHITECT'S PR	OJECT NO	:/	2
Α	В	С	D	Е	F	G	//	Н	I
			WORK CO	MPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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MAIA[®] Document G704[™] – 2017

Certificate of Substantial Completion

PROJECT: (name and address)

CONTRACT INFORMATION: Contract For: Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CERTIFICATE INFORMATION: Certificate Number: Date:

CONTRACTOR: (name and address)

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

SIGNATURE

ARCHITECT (Firm Name)

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (______) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE

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▲IA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)	ARCHITECT'S PROJECT	
TO OWNER: (Name and address)	CONTRACT FOR: CONTRACT DATED:	
STATE OF: COUNTY OF:	<	$\left(\left(\right) \right)$

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

 Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707TM, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: Yes No

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- 3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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MAIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT : (Name and address)	ARCHITECT'S PROJEC	T NUMBER:	
	CONTRACT FOR:		
		\frown	
TO OWNER: (Name and address)	CONTRACT DATED:		
			\searrow
STATE OF:	/	$ \langle \rangle $	
COUNTY OF			

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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Consent of Surety to Final Payment

 PROJECT: (Name and address)
 ARCHITECT'S PROJECT NUMBER:
 OWNER □

 CONTRACT FOR:
 ARCHITECT □

 TO OWNER: (Name and address)
 CONTRACT DATED:
 SURETY □

 OTHER □
 OTHER □

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

on bond of (Insert name and address of Contractor) , SURETY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest: (Seal)

(Printed name and title)

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MAIA® Document G707A™ – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

TO OWNER: (Name and address)	ARCHITECT'S PROJECT NUMBER: OWNER
PROJECT : (Name and address)	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

on bond of (Insert name and address of Contractor) , SURETY,

, CONTRACTOR,

, OWNER,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to *(Insert name and address of Owner)*

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal)

(Printed name and title)

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▲IA[®] Document G709[™] – 2001

Work Changes Proposal Request

PROJECT AL ALLAN		
PROJECT: (Name and address)	PROPOSAL REQUEST NUMBER: OWNER]
]
OWNER: (Name and address)]
	CONTRACT DATE:	
		1
FROM ARCHITECT: (Name and address)]
]
TO CONTRACTOR: (Name and address)		

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: (Insert a written description of the Work.)

ATTACHMENTS: (List attached documents that support description.)

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

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MAIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT : (name and address)	CONTRACT INFORMATION: Contract For:	ASI INFORMATION: ASI Number:
	Date:	Date:
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time. (Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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Construction Change Directive

PROJECT: (Name and address)	DIRECTIVE NUMBER: OWNER
	DATE:
	CONTRACT FOR:
TO CONTRACTOR: (Name and address)	CONTRACT DATED: CONTRACTOR
	ARCHITECT'S PROJECT NUMBER:
	OTHER 🗆
V	

You are hereby directed to make the following change(s) in this Contract: (Describe briefly any proposed changes or list any attached information in the alternative.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

per

- □ Lump Sum (increase) (decrease) of \$
- □ Unit Price of \$
- □ As provided in Section 7.3.3 of AIA Document A201TM-2007
- □ As follows:

The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

When signed by the Owner and Architect and received by the Contractor, this document	Contractor signature indicates agreement with
becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the	the proposed adjustments in Contract Sum
Contractor shall proceed with the change(s) described above.	and Contract Time set forth in this CCD.

ARCHITECT (Firm name)	OWNER (Firm name)	CONTRACTOR (Firm name)
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

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▲IA[°] Document G716[™] – 2004

Request for Information (RFI)

By:

TO:	FROM:	
PROJECT:	ISSUE DAT	TE:
	REQUEST	TED REPLY DATE:
PROJECT NUMBERS:	COPIES TO	0:
RFI DESCRIPTION: (Fully describ	be the question or type of information	on requested.)
REFERENCES/ATTACHMENTS: (1	List specific documents researched v	when seeking the information requested.)
SPECIFICATIONS	DRAWINGS	OTHER
SENDED'S DECOMMENDATION.		ion condition, the sender may provide a
recommended solution, including	g cost and/or schedule consideration	on condition, the sender may provide a new management in the sender may provide a new may provide a n
RECEIVER'S REPLY: (Provide an	swer to RFI, including cost and/or s	schedule considerations.)
\Box		

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

Date:

Copies to:

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SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. Owner's Representative
 - 2. Published Regulations
 - 3. Conflicts or Discrepancies
 - 4. Specification and Drawing Conventions

1.03 RELATED SECTIONS

A. All Division 01 and Technical Specifications.

PART 2 - OWNER'S REPRESENTATIVE

- A. General: The "Owner" for the Project is the Public Service Commission of West Virginia
- B. The terms "Public Service Commission", "State", "State of West Virginia", and "Agency" used throughout the Contract Documents shall be synonymous with "Owner".
- C. The Public Service Commission may assign a Project Manager as the Owner's onsite representative for the construction phase to serve the following functions:
 - 1. Coordinate all construction phase consultants of the Owner;
 - 2. Coordinate other Consultant, Engineer, and Contractor communications;
 - 3. Expedite resolution of all conflicts;
 - 4. Perform additional quality assurance oversight (such as inspection, verification, acceptance, rejection); and
 - 5. Perform other administrative oversight.
- D. The Public Service Commission's Project Manager shall be provided copies of all written decisions and notices to the Contractor as well as information and notices from the Contractor. All activities not specifically required to be performed by the Engineer may be performed by the Public Service Commission Project Manager.

- E. The Public Service Commission Project Manager, the Engineer, and any consultants may inspect the Contractor's Work at all necessary stages on behalf of the Public Service Commission. Inspections may be performed at layout, demolition and preparation, placement and curing, and final cleaning phases of the Work. These inspections do not replace or alter the requirements of the Contractor's quality control procedures as specified in Section 01 40 00 "Quality Requirements."
- F. The Public Service Commission may also delegate from the Engineer to any selected consultants certain inspection, verification, acceptance, rejection, and administrative duties and authority. The Public Service Commission shall provide the Contractor and the Engineer information in writing defining the limits of the selected consultants' authority.

2.02 CONFLICTS OR DISCREPANCIES

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Centralized Purchase Order, as issued by the Public Service Commission, incorporating the Centralized Request for Quotations plus all Addenda (with those of later date having precedence over those of earlier date).
 - 2. The General Conditions of the Contract for Construction.
 - 3. The Agreement.
 - 4. Division 01 of the Specifications.
 - 5. Drawings and Divisions 02-32 of the Specifications.
- B. In the case of conflicts or discrepancies between Drawings and Divisions 02-32 of the Specifications or within either Document not clarified by Addendum, the Engineer will determine which takes precedence.

2.03 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intending meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 - 2. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.

West Virginia Public Service Commission Parking Garage Rehabilitation Project

2. Abbreviations: Materials and products are identified by abbreviation scheduled on the Drawings.

PART 3 - PRODUCTS

NOT USED.

PART 4 - EXECUTION

NOT USED.

END OF SECTION 01 00 00

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Project Information
 - 2. Background Information
 - 3. Type of Contract
 - 4. Work Covered by the Contract Documents
 - 5. Work Not in Contract
 - 6. Contractor's Responsibilities
 - 7. Work Restrictions and Use of Site
 - 8. Work Sequence and Phasing
 - 9. Protection

1.03 RELATED SECTIONS

- A. Section 01 14 00 "Work Restrictions & Use of Site"
- B. Section 01 32 13 "Scheduling of Work"
- C. Section 01 40 00 "Quality Requirements"
- D. Section 01 50 00 "Temporary Facilities and Controls"
- E. Section 01 56 00 "Temporary Barriers and Enclosures"

1.04 PROJECT INFORMATION

- A. Project Name: West Virginia Public Service Commission Parking Garage Rehabilitation Project
- B. Project Location:

201 Brooks Street Public Service Commission Parking Garage Charleston, WV 25301

- C. Owner: Public Service Commission of West Virginia
 - 1. Owner's Representative: Michael E. Dailey, Facilities Manager
 - a. Mailing Address: 201 Brooks Street, P.O. Box 812 Charleston, West Virginia 25323
 - b. Office Phone Number: 304-340-0825
 - c. Cell Phone Number: 304-206-4671
 - d. Email Address: MDailey@psc.state.wv.us
- D. Engineer of Record: WDP & Associates Consulting Engineers, Inc. (WDP)
 - 1. Engineer's Representative: John M. Grill, P.E. Associate & Division Manager
 - a. Mailing Address: 10621 Gateway Blvd., Suite 200, Manassas, VA 20110

1.05 BACKGROUND INFORMATION

- A. The Public Service Commission (PSC) parking garage is a multi-level garage located at Brooks and Lee Streets in Charleston, West Virginia. Originally constructed in 2003 and 2004, the structure is constructed of precast concrete with an exterior brick façade. It is connected to the Public Service Commission office building via a pedestrian bridge. The structure was reportedly experiencing various issues such as corrosion and fractured double tee flanges. As a result, WDP was retained to conduct a field survey to determine the cause of the issues and recommend repair options.
 - 1. Repairs under this contract include a variety of repairs. These include but are not limited to: the precast and cast in-place concrete delamination and spall repairs, crack repairs, replacement of joint sealant, replacement of traffic coating, parapet cap repairs, pedestrian bridge repairs, tightening of all connections. Additional drains will also be installed.

1.06 TYPE OF CONTRACT

- A. Project will be constructed under unit prices and lump sum general construction contract.
- B. Unit prices cover portions of Work added to or deducted from quantities indicated by Contract Documents.
- C. Unit prices and lump sum prices are for work in place, except where indicated otherwise.
- 1.07 GENERAL
 - A. The Contractor shall be responsible for all permits and jurisdictional inspections, federal and jurisdictional safety requirements and codes pertaining to this project.

- B. The Contractor shall remove from Authority's property all debris resulting from the work to locations off the Authority's property and obtain written permits and release from the owners of the property where the materials will be deposited.
- C. The Contractor shall coordinate his efforts in the performance of this contract with the Public Service Commission.
- D. The Contractor shall be responsible for all permits, shall complete the work required under this Contract in compliance with all applicable Building Codes, National Electrical Codes (NEC), safety and all other jurisdictional codes pertaining to this project.
- E. The Contractor shall take detailed field measurements on which to base all shop drawings, working drawings, shoring calculations, shoring details and inform the Engineer of any discrepancies in the Contract Drawings and Specifications. Copies of Contractor's field measurements shall be included with shop drawings and submittals.
- F. Contractor shall set up construction barriers for the duration of the project's work sequence as outlined in the phasing plan in the Contract Drawings.
- G. Contractor shall provide access to the work, provide storage facilities and cooperate fully with any testing and inspection firm to provide quality control inspections and testing as deemed necessary by the Authority for the Authority's sole use. This requirement does not replace nor alter the requirements of the Contractor's quality control procedures as specified in Section 01 40 00.
- H. The Contractor shall employ an independent Quality Control Engineering Firm to perform third party special inspections and quality control testing activities described herein and required by local jurisdictions. The independent Quality Control Engineering Firm shall report directly to the Engineer and Public Service Commissions represented at the job site during construction activities associated with this Contract.

1.08 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Erection of construction barriers, shoring, temporary facilities and controls, scaffolding, debris enclosures, temporary protection, overhead protection, and installation of all required signage as necessary to maintain occupant access and egress during the work as shown in the Site Plan and Temporary Protection Plans included in the Drawings and as required by Code. Deviations from the Site and Temporary Protection Plans must be approved by the Engineer and the Public Service Commission.
 - 1. Access shall be maintained for the occupants throughout the duration of the Work, and materials and equipment shall be stored in designated areas to prevent impact on occupants or building activities. Measures will need to be taken to ensure occupant and worker safety is held paramount through the entire duration of the Work.

2. The Contractor shall propose an overall phasing plan to permit the performance of the work with minimal disruption to the Owner.

- B. Sounding of all concrete surfaces and marking of areas to be repaired. The Engineer shall review and approve the layout prior to the start of demolition. Remove and replace deteriorated concrete at structural slabs, walls, beams, columns, curbs and slabs-on-grade as indicated in the Contract Drawings and as directed by the Engineer. Existing electrical components embedded in concrete elements may require replacement or relocation due to corrosion deterioration, existing damage or to accept repairs.
- C. Installation of structural shoring to support structural elements during execution of repairs.
- D. Erection and removal of temporary fences, vehicular protection, pedestrian protection, construction protection, staging, debris collection, wastewater filtration, sediment controls and traffic control devices during execution of repairs.
- E. Cleaning, priming, and/or removal of existing reinforcing steel in structural concrete elements. Installation of new reinforcing steel, reinforcing steel dowels, and reinforcing steel splices (lap and mechanical) as indicated in the Contract Documents and as directed by the Engineer.
- F. Execution of partial depth, full depth, vertical, and overhead concrete repairs at selected isolated areas as indicated in the Contract Drawings and as directed by the Engineer.
- G. Placement of cast-in-place concrete and/or proprietary concrete repair products in accordance with Contract Drawings. Forming, finishing, and curing of each.
- H. Installation of temporary and permanent signages as indicated in the Contract Drawings.
- I. Replacement of sealant joints at precast double tees, precast panels, and other joints as included in the Contract Drawings.
- J. Replacement of concrete control joints as included in the Contract Drawings.
- K. Crack routing and sealing.
- L. Installation of 4 new deck drains.
- M. Surface preparation and application of concrete water repellant sealer to selected areas.
- N. Surface preparation and application of a urethane traffic bearing coating.
- O. Traffic and parking stall marking.
- P. Execution of all other work incidental to the work detailed or specified in the Contract Documents.

Q. After completion of the installation of the work as indicated in the Contract Documents, the Contractor shall clean the construction site, remove all temporary facilities, remove all construction debris, remove all construction barricades, and return construction area to public use

1.09 WORK NOT IN CONTRACT

- A. In preparing the Contract Documents, certain items, which are not included in the Contract, are shown in order to clarify the relative locations of elements within the Work as well as demonstrate other functions of elements within the Work. Generally, adjacent existing elements have been shown to assist or to explain the placing of connections or adjacent work. These items are generally noted to remain.
 - 1. Any item or Work shown on the Contract Documents shall be considered a part of the Contract unless it is clearly noted "not-in-contract (N.I.C.)."
 - 2. Where preparatory work requires mechanical, electrical, or plumbing connection lines or where permanent installation is required by any item of work, whether or not noted "N.I.C.", such preparatory work, connection lines or permanent installation is included in the Contract.
- B. Concurrent Work: Where required, cooperate fully with other contractors so work on separate contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. There are no known separate contracts that will coincide with the Work outlined herein. If other contracts become known during the time of construction, the Public Service Commission will notify the Contractor as information becomes available.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall furnish all labor and materials not otherwise specified and have entire charge of the construction operations, including all subdivisions thereof, and shall be solely responsible for the execution of the work in its entirety, whether sublet or executed by the Contractor's own organization.
- B. Except as specifically noted, Contractor shall provide and pay for the following:
 - 1. Labor, materials, and equipment.
 - 2. Tools, construction equipment, and machinery.
 - 3. Other facilities and services necessary for proper execution and completion of work, including all access, pedestrian protection and egress signage.
 - 4. All legally required sales, consumer, and any usage taxes.
 - 5. Any cost associated with giving all required notices.
- C. In addition to the execution of Work outlined within this Section, the Contractor is also fully responsible for all Quality Control, Quality Control Testing unless such responsibilities are specifically assigned to another entity.
 - 1. Refer to individual Technical Specifications for specific Quality Control requirements.

- 2. Refer to Section 01 40 00 "Quality Requirements" for general requirements with respect to quality control and testing.
- D. Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on the performance of work.
- E. Contractor shall promptly submit written notice to the Engineer of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Plans and Specifications comply with codes and regulations:
 - 1. The Contract Documents will be modified to make the necessary changes.
 - 2. The Contractor shall assume responsibility for work known to be contrary to such requirements, and performed without such notice.
- F. Contractor shall enforce strict discipline and good order among employees. Contractor shall not employ persons unskilled in their assigned tasks.
- G. Contractor shall pay for all laboratory and field testing except for those tests specifically indicated that will be at the Public Service Commission's expense.
- H. Contractor shall ensure a safe working environment is provided meeting all local, State, and Federal requirements, to include OSHA regulations.
- I. The Contractor and each Subcontractor shall be responsible for the proper coordination of work and understanding of the items of work which connect with or are dependent upon the work of other trades.

1.11 WORK RESTRICTIONS AND USE OF SITE

- A. Refer to Section 01 14 00, "Work Restrictions & Use of Site" for more specific requirements.
- B. The Public Service Commission Parking Garage, as well as adjacent buildings and parking lots not included in the Work, will be occupied throughout the day during the entire period of construction. Phasing The nature of activities at the Public Service Commission Parking Garage is such that there must be the least possible disturbance to occupants as well as occupants within adjacent buildings from the Contractor. The work is to be performed at such times, as directed, so as not to disturb the garage users or their access to areas of the garage that will remain open.
 - 1. Unnecessary noises shall be avoided at all times and unavoidable noises shall be reduced to a minimum so as to constitute the least disruption to the operations conducted in the adjacent occupied areas.
- C. Driveways, walkways, and entrances: Keep driveways, loading areas, and entrances serving the premises clear and available to the building occupants and emergency vehicles at all times.

- 1. The existing parking spaces serving the premises shall be kept clear and available to the garage users at all times, except for the spaces designated for the Contractor's use and repair areas. The Contractor shall propose a phasing plan for the performance of repairs with minimal disruption to the owner. The Contractor shall at his own expense repair and restore to its condition as of the beginning of construction all existing driveways, pavements and sidewalks, landscaping, and lawn disturbed by the Contractor's operations. New materials shall match the existing and adjacent work.
- D. The Contractor and his Subcontractors shall not encroach upon adjacent property for the storage of materials, nor shall any of the Contractor's or Subcontractor's employees be permitted on such properties.
- E. All construction personnel will be restricted at all times to the established work and staging areas, and storage and stockpiling of construction materials and equipment will also be restricted to those areas.
 - 1. Confine operations at the site to areas permitted by law, ordinance, permits, and Contract Documents.

1.12 PROTECTION

- A. Refer also to Section 01 50 00 "Temporary Facilities and Controls" and Section 01 56 00 "Temporary Barriers and Enclosures" for more specific requirements.
- B. Exercise every precaution to protect and maintain free from damage portions of the existing garage and other parking areas and buildings adjacent to and the work. Damage to portions of the existing garage and adjacent areas not subject to work under the Contract shall be repaired to the full satisfaction of the Public Service Commission, at the Contractor's expense.
- C. All open work areas must be protected from wind, snow, and rain damage before the end of each working day. The Contractor shall be solely responsible for any weather damage to the work areas and shall replace damaged materials at no additional cost to the Public Service Commission.
- D. Contractor shall provide and maintain adequate fire protection for the duration of construction. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.
- E. Protection of Mechanical and Electrical Equipment:
 - 1. Existing mechanical and electrical systems must be maintained in operation that serve the garage.
 - 2. Provide filters, covers, or duct extensions as required to prevent the intake of dust, overspray, or fumes into the equipment.
 - 3. Precautions must be taken so that any existing pipe, conduit, or ductwork is not severed or otherwise disrupted.

1.13 WORK SEQUENCE

- A. Refer also to Section 01 32 13 "Scheduling of Work" for specific requirements regarding the phases of work.
- B. No work shall begin until all temporary protection for occupants is in place. Contractor shall provide all necessary signage to direct pedestrians around interior temporary protection.
 - 1. All temporary protection must be inspected by the Public Service Commission prior to the start of work as required by the local jurisdiction.
 - 2. Safe pedestrian egress and access to and from the garage and all adjacent buildings and parking lots must be maintained at all times.
- C. Work shall be coordinated to provide the least interruption to garage operations. Accommodations shall be made to stop work when requested by the Public Service Commission for a major event. Work shall be scheduled and coordinated with the Public Service Commission, who will approve all phasing and scheduling of the work.

1.14 WARRANTIES

- A. Concrete Repairs.
 - 1. The work shall be warranted by the Contractor for a period of three (3) years from final acceptance of the project. The warranty shall assign the rights to all materials and manufacturer's warranties to the Authority.
 - 2. The work is warranted against defective materials and workmanship for the warranty period and during this period shall be replaced by the Contractor at no cost to the Authority. The work is warranted against failure by: delamination or spalling within the repaired area; cracks greater than 1/32" in width within or at the edges of the repaired areas; corrosion of reinforcing steel within the repaired area; failure of bond or cracking between the existing concrete and repair material; failure or water leakage at concrete repairs and concrete repair perimeters, sealed cracks, construction joints, and control joints; failure or leakage at expansion joints; and failure of the concrete coatings. The warranty shall not extend to areas beyond those repaired.
- B. Traffic Bearing Urethane Coating
 - 1. The work shall be warranted by the Contractor for a period of five (5) years from final acceptance of the project. The warranty shall assign the rights to all materials and manufacturer's warranties to the Authority.

2. The work is warranted against defective materials and workmanship for the warranty period and during this period shall be replaced by the Contractor at no cost to the Authority. The work is warranted against failure by: delamination or spalling; cracks greater than 1/32" in width; failure of bond or cracking between the existing concrete and traffic bearing urethane coating system; failure or water leakage at sealed cracks, perimeters of concrete repair areas, construction joints, and control joints.

END OF SECTION 01 11 00

SECTION 01 14 00

WORK RESTRICTIONS & USE OF SITE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Concurrent Occupancy
 - 2. Use of Site and Premises
 - 3. Security Procedures
 - 4. Working Hours
 - 5. Existing Utility Interruptions
 - 6. Site Access
 - 7. Operations Outside of Construction Limits
 - 8. Site Protection
 - 9. Fire Protection
 - 10. Trash Disposal
 - 11. Noise & Vibration Restrictions
 - 12. Special Site Requirements
 - 13. Burning and Welding Operations
 - 14. Blasting

1.03 RELATED SECTIONS

- A. Section 01 32 13 "Scheduling of Work"
- B. Section 01 50 00 "Temporary Facilities and Controls"
- C. Section 01 56 00 "Temporary Barriers and Enclosures"
- D. Section 01 74 00 "Cleaning and Waste Management"

1.04 CONCURRENT OCCUPANCY

A. The Public Service Commission Parking Garage will remain occupied during the entire construction period. Contractor shall cooperate with Public Service Commission to minimize conflict and to perform work so as not to interfere with normal operations to the greatest extent possible. The Contractor shall propose a

phasing plan to complete all necessary work with minimal disruption to the Owner.

- B. Accessible ingress and egress for occupants, and support services must be continuously maintained, along with clear routes through the garage.
 - 1. Keep all exits required by applicable code open during construction period and provide overhead protection where necessary. Provide temporary exit signs if exit routes are temporarily altered.
 - 2. Provide adequate protection for building occupants in accordance with OSHA and all applicable local, state, and federal codes and regulations.
- C. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Contractor shall coordinate with the Public Service Commission access to and security of existing mechanical/electrical equipment spaces.

1.05 USE OF SITE AND PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period as indicated in the Construction Documents. Contractor shall not disturb portions of the project site beyond areas in which the Work is indicated.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Parking: Consult with Public Service Commission for locations designated for Contractor parking as part of the project. Parking permits may be required for the duration of the project for vehicles parked in these locations. Coordination with the Public Service Commission will be required to obtain parking permits.
- D. Deliveries: Schedule deliveries to minimize use of driveways and entrances.
 - 1. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 3. Use Flag Person with proper personal protective equipment and traffic controls.
 - 4. Minimize traffic closures.
 - 5. Coordinate large deliveries with Public Service Commission Representative.
 - 6. Contractor is responsible for receiving all deliveries; deliveries made to adjacent facilities or to the Public Service Commission will not be accepted.
 - 7. Contractor use of public right-of-way shall conform to the requirements of local jurisdiction.
- E. Storage:

- 1. Effectively store all materials and equipment during the entire period of construction. Contractor is solely responsible for the protection and storage of materials to prevent damage or theft.
- 2. Do not unreasonably encumber the site with materials or equipment.
- 3. Construction equipment, shoring, tools, etc., shall be stored only in areas designated as Contractor Work Areas or Contractor Laydown Areas. Move any stored products which will interfere with operations.

1.06 WORKING HOURS:

- A. On-Site Work Hours: Night work will be required for the execution of this project unless an approved phasing plan is submitted and approved by the Public Service Commission.
 - 1. Weekend Hours: Weekend work shall be coordinated with the Public Service Commission.
 - 2. Any work during normal business working hours of 7:00 AM to 6:00 PM, Monday through Friday, must be coordinated with the Public Service Commission.

1.07 SITE ACCESS

- A. All access to work areas shall be from the designated construction service areas. Construction signs, traffic control signs, and safety signs shall be prepared prior to repair work.
- B. Workers shall uphold construction safety regulations and guidelines at all times in accordance with federal, state, and local jurisdictions.
- C. A designated Dumpster and Contractor Laydown Area shall be coordinated with the Public Service Commission.
 - 1. At the completion of all work, Contractor to verify all laydown areas and access routes are free of debris and damage and are returned to the Public Service Commission in their preconstruction condition.

1.08 SITE PROTECTION

- A. See Section 01 50 00 "Temporary Facilities and Controls" and Section 01 56 00 "Temporary Barriers and Enclosures" for additional information on site protection.
- B. Temporary construction barriers, temporary weather barriers, pedestrian protection, traffic control measure, and all necessary temporary facilities and protection barriers shall be constructed or installed in accordance with the 2015 International Building Code (IBC).
- C. No work shall commence until all temporary controls related to the pedestrian protection, egress, and worker access are in place.
 - 1. Where necessary, inspections are to be performed by the Public Service Commission and State Fire Marshall prior to the start of work. Contractor shall be responsible for coordinating inspections with construction schedule and providing inspector access to each location.

D. The Contractor shall protect lawn and landscaped areas as necessary.

1.09 PUBLIC SERVICE COMMISSION FIRE PROTECTION

- A. Provide and maintain hand fire extinguishers suitable for fire hazards involved at convenient accessible locations during construction. The Contractor shall keep fire extinguishers as needed in work areas and around stored flammable materials. The type of extinguisher shall be appropriate for the service and in sufficient numbers for the workers to control fires accidentally caused by the Work.
- B. Avoid accumulations of combustible forms, form lumber, and debris within construction site.
- C. A fire extinguisher shall be located by all gasoline or diesel-powered equipment
- D. Handling of Flammable Liquids:
 - 1. Store flammable or volatile liquids approved containers in open air or in small, detached structures or trailers.
 - 2. Closely supervise storage of paint materials and other combustible finishing and cleaning products.
 - 3. Do not store oily rags in closets or other light spaces.
 - 4. Prohibit smoking in vicinity of hazardous operations.

1.10 TRASH DISPOSAL

- A. See Section 01 74 00 "Cleaning and Waste Management" for additional requirements for cleaning and waste management, to include trash disposal.
- B. Keep building and project site free from accumulations of trash.
- C. Remove cartons, crates, wrappings, lunch trash and other trash daily.
- D. Do not burn paper, trash or other material on site.
- E. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.

1.11 NOISE & VIBRATION RESTRICTIONS

A. Contractor shall execute the work to comply with local jurisdictions.

1.12 SPECIAL SITE REQUIREMENTS

A. During the course of the project, "visitors," interested staff, etc. may attempt to solicit information from Contractors and Subcontractors. The Contractor shall have procedures in place that deters all workers onsite from giving any information to passers-by. All inquiries should be directed to the Public Service Commission Project Manager. The Contractor shall have a confidentiality policy in place that discourages all workers from taking any photo or video within the construction area for their own personal use. Additionally, the Contractor should have procedures in place that further discourages the posting of any media to any social media sites, blogs, instant messengers, or other forms of media.

- 1. All media requests shall be directed to the Public Service Commission's Project Manager.
- 2. There shall be no publication of project photos without the Public Service Commission's express written consent.
- B. Pre-document site conditions prior to work. Video or photos are acceptable.
- C. Designate a safety officer who will coordinate and run routine safety meetings.
- D. Use of alcohol, illegal substance, smoking, and possession of firearms are prohibited.
- 1.13 BURNING AND WELDING OPERATIONS
 - A. The Contractor shall provide the Public Service Commission five (5) working days' advance notice for all burning and welding operations. A fire watch shall be maintained during burning and welding operations per order of the state Fire Marshall Office.
- 1.14 BLASTING
 - A. Blasting is strictly prohibited.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION NOT USED.

END OF SECTION 01 14 00

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. General Requirements
 - 2. Base Bid Work
 - 3. Unit Price Items
 - 4. Invoices
- 1.03 RELATED SECTIONS:
 - A. Pricing Page
 - B. Section 01 11 00 "Summary of Work"
 - C. Section 01 26 00 "Contract Modification Procedures"
 - D. Section 01 29 00 "Payment Procedures"
 - E. Section 01 35 43 "Environmental Procedures"

1.04 GENERAL REQUIREMENTS

- A. Perform work required by Base Bid and Unit Price Items in accordance with the Contract Documents.
 - 1. Unit Price Items cover portions of Work added to or deducted from estimated quantities as listed on the Pricing Page by formal Change Order.
- B. Base Bid and Unit Price Items are for work in place, except where indicated otherwise.
- C. Base Bid and Unit Prices for the work includes the following costs:
 - 1. Products.
 - 2. Delivery to site.
 - 3. Supervision, labor, and equipment.
 - 4. Removal and/or installation, including associated accessories and equipment.
 - 5. Insurance.

- 6. Applicable taxes.
- 7. Overhead and profit.
- 8. Handling, including receiving, unloading, uncrating, storage, distribution, removal from job site and lawful disposal.
- 9. Protection from damage and from elements.
- 10. Submittal and processing of product data, shop drawings, samples, and other required submittals.
- 11. Permits.
- 12. Bonds.
- 13. Other expenses required to complete installation.

PART 2 - PRODUCTS

- 2.01 GENERAL
 - A. The sum of the Base Bid and all Unit Price Items will be used to determine the Total Base Bid amount.
 - B. Bids will be evaluated, and Contract awarded based on the Total Base Bid amount.

2.02 BASE BID ITEMS, GENERAL

- A. Base Bid shall include all items of the work as described in Section 01 11 00 "Summary of Work" and each specification section and as shown in the Drawings, other than those items specifically identified as Unit Price Work Items. The Base Bid should include all items reasonably incidental to furnishings and completing such work to include, but not limited to:
 - 1. Mobilization, Staging, Equipment, Protection, Inspection, Permits, Bonds, Management, Administration, and Incidental Work: This item shall include payment for the items listed and any other item associated with the general requirements and conditions of the Project and incidental work which are not included in Unit Price Items. The purpose of this item is to permit the Contractor to be reimbursed for fixed costs associated with the items listed and to eliminate the Contractor's risks associated with dividing these costs between the Unit Price Items and Base Bid. Costs for the above referenced items shall not be included in Unit Prices but shall be completely included in the Base Bid.
- B. The Contractor shall notify the Engineer and Public Service Commission immediately in writing of any Base Bid work that deviates materially from the prescribed basis for bidding and for which an adjustment in Base Bid price is desired. The Contractor shall measure and quantify any such deviations, subject to the Engineer's verification, prior to performing any work which might make verification impossible. No adjustments in Base Bid prices will be considered unless supporting field measurements and a supporting summary of changes in cost are submitted to the Engineer and Public Service Commission and approved by the

Engineer and Public Service Commission in writing prior to the Contractor performing the work in accordance with Section 01 26 00 "Contract Modification Procedures." All adjustments to the Base Bid must be approved by formal Change Order. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain the Public Service Commission's property, items shall be removed from the site by the Contractor.

2.03 UNIT PRICE ITEMS, GENERAL

- A. Work to be performed on a Unit Price basis shall be measured according to the methods described below, in Section 01 11 00 "Summary of Work," and each applicable specification section. Payment will be made for the work performed based on quantities within the estimated quantities listed on the Pricing Page as recorded by the Contractor and reviewed and approved by the Engineer. Payment for work on quantities above the estimated quantities listed on the Pricing Page may only be made after the additional quantities are added by formal Change Order. No work shall be executed for Unit Price Items until Public Service Commission and Engineer have reviewed and approved repair quantities and associated costs. Unless stated otherwise, records will consist of Drawings showing the areas repaired with dimensions and a cumulative record of quantities repaired.
- B. The Contractor shall notify the Engineer and Public Service Commission immediately in writing of any Unit Price Work Item that deviates materially from the estimated quantities listed on the Pricing Page and for which an adjustment in Unit Price is desired. The Contractor shall measure and quantify any such deviations, subject to the Engineer's verification, prior to performing any work which might make verification impossible. No adjustments in Unit Prices will be considered unless supporting field measurements and a supporting summary of changes in cost are submitted to the Engineer and Public Service Commission and approved by the Engineer and Public Service Commission in writing prior to the Contractor performing the work. Adjustments in Unit Prices must be approved by formal Change Order, and no payments can be made for adjusted Unit Prices until such Change Order is approved.
- C. Unit Prices shall apply to quantities added to or deducted from the estimated quantities provided on the Pricing Page.

2.04 TOTAL BASE BID ITEMS

A. Base Bid: The Base Bid price is to include Scope of Work items as described in Article 2.02A, and also certain Scope of Work items that are associated with Unit Price Work Items, but which are shown in the Drawings and Specifications that have known quantities. The estimated quantities listed on the Pricing Page for Unit Price Items are exclusive of the known quantities to be included in the Base Bid. Actual quantities of Unit Price Items found to be below or greater than the estimated quantities listed on the Pricing Page (and awarded as part of the Total Base Bid) will be addressed as Unit Price Items per Article 2.03 of this Section. It is the responsibility of the Contractor to ensure all Scope of Work items required by the Contract Documents are included in the Base Bid.

- Traffic Bearing Deck Membrane: Prepare surface and install traffic bearing deck membrane to levels 3 and 3.5 as indicated on the Contract Drawings. The deck membrane shall be installed in accordance with Section 07 18 00 "Traffic Bearing Urethane Coating."
 - a. The extent of membrane installation shall include the pedestrian bridge.
- 2. Pedestrian bridge parapet cap modifications. The parapet cap where the pedestrian bridge meets the parking garage shall be modified in accordance with the Contract Drawings.
- 3. Concrete Water Repellant Coating: Apply water repellant coating to vertical concrete separating levels 3 and 3.5. Coating shall be applied in accordance with Section 07 19 00 "Concrete Water Repellant Coating."
 - a. Vertical application at exposed wall surfaces, levels 3 and 3.5– 3,660 sqft
- 4. Traffic striping and traffic flow marking: The floor of each level shall have it surface prepared and traffic control striping painted as indicated by the Contract Drawings and in accordance with Section 32 17 23 "Pavement Markings."
- 5. Shoring: Temporary shoring is required for concrete repairs of the inverted tee section as indicated in the Contract Drawings. Shoring design shall be performed by an engineer directly retained by Contractor and submitted to Public Service Commission and Engineer for review and approval in accordance with Section 02 15 00 "Shoring."
- 6. Tighten precast connections: Twenty (20) existing precast connection locations shall be inspected by the Contractor and tightened to a snug-tight condition.
- 7. Grout Pack at Light fixtures: Replace grout pack at the base of three (3) light fixtures located on the upper level.
- B. Add Alternate: The Contractor shall provide a price to perform the following as an Add Alternate to the Scope of Work:
 - 1. Concrete Water Repellant Coating: Apply water repellant coating to levels 1.5, 2.0, and 2.5. Coating shall be applied in accordance with Section 07 19 00 "Concrete Water Repellant Coating."
 - a. Horizontal application 35,315 sqft
- C. Unit Price 1: Concrete Delamination and Spall Repair
 - Locations of delaminated concrete within the garage require removal of the delaminated concrete, repair of the exposed steel, and patching of delaminated areas in accordance with Section 03 31 00 "Concrete Repair." Contractor shall include a Unit Price item, expressed in terms of square foot of delamination removal and patching on concrete surfaces.

- a. Partial Depth repairs, horizontal, vertical, and overhead
- D. Unit Price 2: Fractured Double Tee Flange Repair
 - 1. Locations of fractured double tee flange concrete within the garage require removal of the fractured concrete over the full four inch (4-inch) depth of flange, replacement and splicing of WWF, and placement of new concrete in accordance with Section 03 31 00 "Concrete Repair." Contractor shall include a Unit Price item, expressed in terms of square feet.
 - a. Full depth double tee flange repairs
- E. Unit Price 3: Concrete Crack Routing and Sealing Repair
 - 1. Rout and seal cracks larger than 1/16 inch in width on top surface of concrete decks in accordance with Section 03 75 00 "Concrete Routing and Sealing."
 - 2. Contractor shall include a Unit Price item, expressed in units of linear foot of crack routing and sealing.
- F. Unit Price 4: Joint Sealant Replacement
 - 1. This includes joint sealant replacement between precast double tees, precast panel and double tee, precast panels, control joints, and all other locations of joint sealants identified on the project drawings.
 - 2. Remove existing joint sealant and reseal the joints in accordance with Contract Drawings and Section 07 92 00 "Joint Sealants."
 - 3. Contractor shall include a Unit Price item, expressed in units of linear foot of precast joint sealant replacement.
- G. Unit Price 5: NEW Deck Drain Installation
 - 1. Install new deck drains in accordance with Section 22 14 13 "Facility Storm Drainage Piping" including all plumbing and other necessary equipment to complete installation.
 - 2. Contractor shall include a Unit Price item, expressed in units of drains to be installed
- H. Unit Price 6: Exposed Rebar Repair
 - 1. Thin concrete cover shall be cleaned and repaired in accordance with Contract Drawings and Section 03 31 00 "Concrete Repair."
 - 2. Contractor shall include a Unit Price item, for each area of exposed rebar repair.
- I. Unit Price 7: Wheel Stop Replacement
 - 1. Remove and replace eleven (11) wheel stops on the at grade level.

2.05 INVOICES

A. Submit invoices in accordance with Section 01 29 00 "Payment Procedures."

MEASUREMENT AND PAYMENT Final Submission West Virginia Public Service Commission Parking Garage Rehabilitation Project

WDP Project No.: 19334

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 20 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES (POST-AWARD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Substitutions for Cause
 - 2. Substitutions for Convenience

1.03 RELATED SECTIONS

A. Section 01 26 00 "Contract Modification Procedures"

1.04 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor after the Contract has been awarded.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.05 SUBMITTALS

- A. Substitution Request: Submit detailed information for each request for consideration. The following information should be provided within the substitution request:
 - 1. Specification Section number and title and Drawing numbers and titles.
 - 2. Existing product or fabrication or installation method to be replaced.
 - 3. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- 4. Coordination information, including a list of changes or revisions needed to other parts of the Work that will be necessary to accommodate proposed substitution, to include construction performed by Public Service Commission and separate contractors.
- 5. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- 6. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- 7. Samples, where applicable or requested.
- 8. Certificates and qualification data, where applicable or requested.
- 9. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- 10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- 11. Research reports evidencing compliance with applicable building codes.
- 12. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- 13. Cost information, including a proposal of change, if any, in the Contract Sum.
- 14. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- 15. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- B. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within five (5) days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or ten (10) days of receipt of additional information or documentation, whichever is later.
 - 1. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.

- a. See Section 01 26 00 "Contract Modification Procedures" for additional information on changes to the contract based on Engineer's acceptance.
- 2. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.06 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.07 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.

- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Public Service Commission a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Public Service Commission must assume. Public Service Commission's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Public Service Commission, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's construction schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

West Virginia Public Service Commission Parking Garage Rehabilitation Project

WDP Project No.: 19334

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 25 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications, including:
 - 1. Minor changes in the work
 - 2. Proposal requests
 - 3. Construction Change Directive
 - 4. Approvals
 - 5. Change Order Procedures

1.03 RELATED SECTIONS

- 1. Section 01 25 00 "Substitution Procedures"
- 2. Section 01 31 00 "Project Management and Coordination"

1.04 MINOR CHANGES IN THE WORK

- A. Engineer shall have the authority to issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. Such Supplemental Instructions may be issued in the following form:
 - 1. Verbal Direction: Verbal direction during a Construction Administration Site Visit. Such direction will also be memorialized in an Engineer's Construction Administration Site Visit Report.
 - 2. Site Visit Report: Written direction in an Engineer's Construction Administration Site Visit Report.
 - 3. Job Bulletin: Job Bulletins indicated to be "Supplemental Instructions" which may be included as responses to RFIs. Refer to Section 01 31 00 "Project Management and Coordination" for provisions for Job Bulletins.

1.05 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: A request to the Contractor for submission of an itemized quotation for changes in the Contract Sum or Contract Time. These proposals will provide a detailed description of proposed changes, including supplemental or revised Drawings and Specifications if necessary.

- 1. Proposal Requests issued by the Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
- 2. Within time specified in proposal request after receipt of a proposal request, Contractor to submit a detailed Cost Proposal indicating all costs necessary to execute the change to the Public Service Commission and Engineer for review. Include supporting information including, but not limited to:
 - a. Include a list of quantities of products required and unit costs, with total amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
 - i. Credit for work deleted from Contract, similarly documented.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Specify whether equipment is rental or company owned.
 - c. Include costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its subcontractors or suppliers.
 - d. Indicate any change to the project schedule duration. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use form acceptable to the Engineer and the Public Service Commission.
- B. Contractor-Initiated Proposals: The Contractor may propose changes by submitting a request for a change to the Public Service Commission and the Engineer. If latent or changed conditions require modifications to the Contract, Contractor may propose changes by submitting a request for change to the Public Service Commission and the Engineer. Include supporting information including, but not limited to:
 - 1. Statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. List of quantities of products required and unit costs, with the total amount of purchase to be made. If requested, furnish survey data to substantiate quantities.
 - a. Credit for work deleted from Contract, similarly documented.

- 3. Applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
- 4. Costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its Subcontractors or suppliers.
- 5. Indicate any change to the project schedule duration. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- C. RFI Response-Initiated Proposals: The Engineer's response to an RFI may result in a Job Bulletin or Construction Change Directive which requests a cost proposal. Contractor shall prepare and submit cost proposal as outlined above.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive via a Job Bulletin, but only with the concurrent approval and signature of the Public Service Commission on an AIA G714 form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
- C. After completion of change, submit an itemized account and supporting data necessary to substantiate costs and time adjustments to the Contract.

1.07 APPROVALS

A. Designated Public Service Commission personnel will be the only individuals to authorize and approve the change in Work and shall be the sole judge of the validity of the rationale for any requested extension of the contract time due to any change in work. No order for change, at any time or place, shall be in any manner or to any extent to relieve the Contractor of his obligations under the contract.

1.08 CHANGE ORDER PROCEDURES

A. Contractor shall notify Engineer and Public Service Commission of intentions to submit for a Change Order prior to commencing such work. Change Orders issued at the end of the project and without proper prior notification will be immediately rejected.

- B. Upon Public Service Commission's approval of a Proposal Request, Engineer will prepare an AIA G701 "Change Order" form for signatures of Public Service Commission and Contractor, along with all required supporting documentation. Public Service Commission will submit completed AIA G701 to the West Virginia State Purchasing Division to request approval for the Change Order.
 - 1. Multiple Proposal requests may be consolidated into a single AIA G701 form.
- C. Once the Change Order has been approved and processed by the Purchasing Division, the Change Order shall be added to the Application for Payment. No payments towards a Change Order can be made until the Change Order has been approved and processed.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 26 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. This Section includes the following:
 - 1. Schedule of Values
 - 2. Applications for Payment
 - a. Initial Application for Payment
 - b. Application for Payment at Substantial Completion
 - c. Application for Final Payment
 - 3. Changes and Additional Instructions

1.03 RELATED SECTIONS

- A. Section 01 26 00 "Contract Modification Procedures"
- B. Section 01 32 00 "Construction Progress Documentation"
- C. Section 01 77 00 "Closeout Requirements"

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with the preparation of the Contractor's construction schedule.
 - 1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets
 - b. Submittal schedule
 - c. Items required to be indicated as separate activities in the Contractor's construction schedule.
 - 2. Submit the Schedule of Values to the Engineer at the earliest possible date, but no later than ten (10) business days before the date scheduled for submittal of initial Application for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Arrange Schedule of Values in a manner consistent with AIA Document G703.
 - 2. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location
 - b. Name of Engineer
 - c. Project Number (provided by Public Service Commission)
 - d. Contractor's name and address
 - e. Date of submittal
 - 3. Layout: Arrange Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division
 - b. Description of the Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Order numbers that affect value
 - g. Dollar value of the following, as a percentage of the Contract Sum to the nearest percent, adjusted to total 100 percent:
 - i. Labor
 - ii. Materials
 - iii. Equipment
- C. The breakdown of the Contract Sum shall be broken down in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 2. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 - 3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- 4. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- 5. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
- 6. Provide a separate line item for each purchase contract. Show line-item value of purchase contract and balance to be paid by the Contractor.
- D. Updating Schedule of Values: Revise Contractor's Construction Schedule and Schedule of Values to list approved Change Orders, along with the next Application for Payment submission when Change Orders or Construction Change Directives result in a change in the Contract Sum.
 - 1. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

1.05 APPLICATIONS FOR PAYMENT

- A. Application for Payment Form: Use AIA Document G702 and AIA Document G703 as forms for Application for Payment.
 - 1. Each Application for Payment following the initial Application for Payment shall be consistent with previous Applications for Payment as certified by Engineer and paid for by the Owner. Provide an updated construction schedule with each application.
 - 2. Initial Application for Payment, Application for Payment at Substantial Completion, and Application for Final Payment involve additional requirements.
- B. Payment Schedule: The date for each progress payment is indicated in the "Agreement between the Owner and Contractor." The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit a draft copy of Application for Payment five (5) business days prior to due date for review by Engineer.
- C. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments, if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application, if applicable.
- D. Preparation of Application for Payment: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's construction schedule. Use updated schedules if revisions are made.

- 2. Include amounts of work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - a. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- 3. Include amounts of Change Orders issued before last day of construction period covered by application.
- 4. Include updated Contractor's Construction Schedule in accordance with Section 01 32 00 "Construction Progress Documentation," indicating current status of each activity on schedule.
 - a. No invoices will be processed until the Contractor's Construction Schedule is submitted.
- E. Stored Materials: Include in the Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Public Service Commission, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Provide location and supporting documentation, including photographs for materials stored off-site.

1.06 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of Subcontractors.
 - 2. Staff names and assignments.
 - 3. Schedule of Values.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Products list.

- 6. Schedule of unit prices.
- 7. Submittals Schedule (preliminary if not final).
- 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 9. Report of Preconstruction Trade Coordination conference.
- 10. List of Contractor's staff assignments.
- 11. List of Contractor's principal consultants.
- 12. Initial progress report.
- 13. Certificates of insurance and insurance policies.
- 14. Performance and payment bonds.
- 15. Data needed to acquire Owner's insurance.
- 16. Copies of building permits, as applicable

1.07 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for building occupant occupancy of designated portions of the Work.
 - 3. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits or similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Start-up performance reports.
 - f. Final cleaning.
 - g. Application for reduction of retainage, and consent of surety.
 - h. Advice on shifting insurance coverage.
 - i. Final progress photographs.
 - j. List of incomplete Work recognized as exceptions to Engineer's Certificate of Substantial Completion.

k. Change-over information related to building occupant occupancy, use, operation and maintenance.

1.08 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment: Actions and submittals that must precede or coincide with submittal of the final Application for Payment include but are not limited to the following:
 - 1. All closeout procedures specified in Section 01 77 00 "Closeout Procedures."
 - 2. Completion of all punch-list work.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document A707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final, liquidated damages settlement statement.
 - 9. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 10. Transmittal of required project construction records to the Public Service Commission, including any required As-built Drawings.
 - 11. Removal of surplus materials, rubbish, and similar elements.
 - 12. Removal of temporary facilities and services and restoration of existing impacted conditions.
 - 13. Certification that all sub-contractors and vendors have been paid in full.
 - 14. Release of Contract.

1.09 CHANGES AND ADDITIONAL INSTRUCTIONS

A. Changes to the Contract Documents that result in additions or deductions in Contract Sum or Contract Time shall follow the procedures outlined in Section 01 26 00 "Contract Modification Procedures." West Virginia Public Service Commission Parking Garage Rehabilitation Project

WDP Project No.: 19334

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This section includes the following:
 - 1. Coordination
 - 2. Existing Conditions
 - 3. Meetings
 - a. Preconstruction Conference
 - b. Preinstallation Conferences
 - c. Progress Meetings
 - d. Monthly Pay Meeting
 - 4. Engineer's Construction Administration Site Visit Reports
 - 5. Job Bulletins
 - 6. Request for Information (RFI)

1.03 RELATED SECTIONS

- A. Section 01 26 00 "Contract Modification Procedures"
- B. Section 01 29 00 "Payment Procedures"
- C. Section 01 32 00 "Construction Progress Documentation"
- D. Section 01 32 13 "Scheduling of Work"
- E. Section 01 33 00 "Submittal Procedures"
- F. Section 01 40 00 "Quality Requirements."
- 1.04 DEFINITIONS
 - A. Request for Information (RFI): Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.05 SUBMITTALS

A. Key Personnel Contact Information: Submit a list of Key Personnel from the Contractor and Subcontractor(s). Include name, title, responsibility, and contact information. It is generally expected that this list of Key Personnel will include additional personnel from those indicated in the bid list.

1.06 COORDINATION

- A. General: Contractor shall coordinate scheduling, submittals, and general construction operations included in different Sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own completion.
 - 2. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operations.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustments of systems, as applicable.
- C. Conservation: Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- D. Drawings: Prepare coordination drawings according to requirements in individual Sections, and where installation is not completely shown on Shop Drawings, where limited space necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Draw accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate the functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems, as applicable.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Indicate required installation sequences.
- f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.07 EXISTING CONDITIONS

- A. Conduct a thorough examination of the site, garage, the Contract Documents, and furnished data of existing conditions before proceeding with the Work. The Contractor shall formulate from its examinations its own conclusions as to the extent of the existing conditions and the complexities that may be encountered in the execution of the Work.
- B. Furnished Data: Portions of the Contract Documents were prepared from data received from the Public Service Commission, and from the Engineer's own limited field investigation. The furnished data is available from the Public Service Commission and represents all existing conditions known to the Public Service Commission. Such data will be furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this data is not guaranteed. Field verify all existing dimensions. Other conditions, of which no record exists, may be encountered during construction.

1.08 MEETINGS

- A. General: Contractor shall schedule and conduct all meetings and conferences at the Project site, unless otherwise indicated.
 - 1. Attendees: Contractor shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Public Service Commission and the Engineer of scheduled meeting dates and times.

- 2. Agenda: Contractor shall prepare the meeting agenda, unless otherwise indicated. Distribute the agenda to all invited attendees.
- 3. Minutes: Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.09 PRECONSTRUCTION CONFERENCE

- A. General: The Preconstruction Conference shall be held prior to the start of construction. This meeting is intended to incorporate the requirements outlined in the General Conditions as well as to coordinate specific installation requirements among trade disciplines.
 - 1. This meeting shall not substitute or reduce the requirements of any preinstallation meeting required by individual Specification Sections which will focus on the technical installation of the applicable materials, systems, or assemblies.
- B. The Engineer and Public Service Commission will schedule the meeting after Award of the Contract and prior to starting construction. The Contractor will be notified at least five (5) business days in advance of the meeting date.
- C. Attendance Required: The Public Service Commission Project Manager, the Engineer, the Contractor Project Manager, the Contractor Superintendent, and the Project Manager of each Subcontractor.
 - 1. All parties in attendance shall carefully review the Contract Documents prior to the meeting and be prepared to discuss all items on the agenda.
- D. Prior to the meeting, the Contractor shall have completed the following and shall have provided these items to the Engineer and Public Service Commission at least three (3) days ahead of the Preconstruction Trade Coordination Meeting.
 - 1. Develop Construction Schedule as required per Section 01 32 13 "Scheduling of Work."
 - 2. Develop schedule of Testing & Inspections as required per Section 01 40 00 "Quality Requirements."
 - 3. Develop Submittal Log as required per Section 01 33 00 "Submittal Procedures.
 - a. Identify which Subcontractor is responsible for each submittal and Scope of Work.
 - 4. Contractor shall notify all parties if items outlined above will not be completed prior to the scheduled meeting and the meeting shall be rescheduled. Any impacts on the Construction Schedule by the Contractor's failure to be prepared for the meeting will not substantiate claims for extensions in Contract Completion Date.
- E. The Contractor shall record minutes and distribute copies to the participants within three (3) days of the meeting.

- F. Agenda:
 - 1. Personnel
 - a. Designation of key personnel and their duties.
 - 2. Project Scheduling
 - a. Lines of Communication
 - b. Critical work scheduling including critical submittals
 - c. Major equipment and material deliveries
 - d. Phasing of Work
 - e. Work Hours
 - f. Progress meeting schedule
 - g. Procedures for disruptions and shutdowns.
 - 3. Construction Site Requirements:
 - a. Requirements and occupancy
 - b. Use of premises by Contractor
 - c. Site Plan and Contractor Laydown area
 - i. Parking availability
 - ii. Security requirements
 - d. Temporary utilities provided by Public Service Commission
 - 4. Project Expectations and Communication:
 - a. Project Website
 - b. RFIs, Job Bulletins, Construction Change Directives
 - c. Submittals
 - d. Pay Applications and Change Orders
 - e. Preparation of record documents during construction
 - 5. Quality Control:
 - a. Mockup Requirements
 - b. Testing and inspections
 - c. Engineer's Construction Administration Site Visits and Reports and Observations Log
 - 6. Review coordination with related work:
 - a. Installation procedures
 - b. Sequencing of Work
 - c. Compatibility of materials

7. Question regarding Contract Documents and Project Expectations

1.10 PROGRESS MEETINGS

- A. General: Conduct progress meetings at biweekly intervals.
- B. Contractor shall schedule progress meetings throughout progress of the Work at biweekly intervals. The monthly pay meeting, required by the General Conditions, may serve as a progress meeting. Contractor shall coordinate scheduled meeting dates with Public Service Commission and Engineer.
- C. Attendance Required: The Public Service Commission, the Engineer, and the Contractor Project Manager and Superintendent.
 - 1. Subcontractors and representatives from suppliers/manufacturers may attend as appropriate to agenda topics for each meeting.
- D. Agenda: Review and correct or approve minutes of the previous progress meeting. Include topics for discussion as appropriate to the status of the Project, including:
 - 1. A brief summary of progress since the previous meeting.
 - 2. Projected work until the next progress meeting.
 - 3. Review of significant items that could affect progress.
 - 4. Overall construction schedule.
 - 5. Issues.
 - 6. Status of Submittals.
 - 7. Status of RFIs.
 - 8. Status of Change Orders.
 - 9. Status of Testing and Inspections.
 - 10. Applications for Payment.
 - 11. Site Visit Report Log.
 - 12. Safety, Security, and Conduct.
 - 13. Owner Coordination.
- E. Meeting minutes: Contractor shall record minutes and distribute copies to each party present and to parties requiring information.

1.11 MONTHLY PAY MEETING

- A. Refer to Section 01 29 00 "Payment Procedures" for detailed requirements regarding payment procedures.
- B. Contractor shall submit the monthly Application for Payment to both the Engineer and Public Service Commission at least one (1) day before the scheduled pay meeting.

- C. Contractor shall schedule Pay Meeting no earlier than the 25th day of the month represented by the payment request but no later than the 5th day of the following month. Pay Meeting may correspond with Progress Meeting.
- D. During meeting, Contractor, Engineer, and Public Service Commission will review all items included on the payment request as compared to the installed work and materials stored on site.

1.12 ENGINEER'S CONSTRUCTION ADMINISTRATION SITE VISIT REPORTS

- A. Engineer will conduct periodic site visits to observe the progression of the Work. After each visit, the Engineer will produce a Site Visit Report to document the general progress of work and note any deficiencies and/or deviations from the Contract Documents. Copies will be delivered electronically to the Public Service Commission and the Contractor. The Contractor will be responsible for responding to and addressing issues brought forth in these site visit reports.
 - 1. All efforts should be made to ensure that photographic documentation can be used to illustrate that the issues have been corrected.
- B. Site Visit Report Log: The Contractor shall maintain a Site Visit Report Log based on the observations reported in the Site Visit Reports. The Site Visit Report Log shall include the following:
 - 1. Site Visit Item Number and Description.
 - 2. Date First Observed.
 - 3. Party Responsible for Correction.
 - 4. Corrective Action and Date Closed.

1.13 JOB BULLETINS

- A. The Engineer will generally issue supplemental instructions or field direction in the form of Job Bulletins.
- B. Job Bulletins shall only be issued by the Engineer but may be initiated by any of the following cases.
 - 1. Job Bulletins may be initiated at the Engineer's discretion. If the Engineer feels additional direction or instructions are required or if the Engineer notes a discrepancy, conflict, or omission within the Contract Documents, the Engineer may initiate a Job Bulletin.
 - 2. Job Bulletins may be initiated by the Public Service Commission. Should the Public Service Commission wish to convey changes to the work or additional direction to the Public Service Commission through the Engineer, the Engineer will issue a Job Bulletin outlining such directions or changes.
 - 3. Job Bulletins may be initiated by an RFI received from the Contractor. If required, the Engineer may respond to an RFI through issuing a Job Bulletin.

- C. A Job Bulletin will contain a Transmittal which will indicate how the Engineer has deemed the particular Job Bulletin to be executed. The Transmittal will indicate one of the following options:
 - 1. "Supplemental Instructions" This option indicates that the work shall be carried out as a minor change.
 - 2. "Proposal Request" This option indicates that the work shall not be carried out, but rather the Contractor is to submit an itemized cost proposal indicating the required change in Contract Time of Contract Sum.
 - 3. "Construction Change Directive" This indicates that the work shall be carried out as a Construction Change Directive.
- D. "Supplemental Instructions": Job Bulletins indicated as such are intended to be supplemental instruction, constitute only a minor change and will not result in any changes in the Contract Sum or Contract Time.
 - 1. Proceeding with the work outlined within the Job Bulletin implies that the Contractor agrees with and acknowledges that work constitutes minor changes.
 - 2. If the Contractor disagrees with the determination that the Job Bulletin constitutes minor changes, he shall immediately notify Engineer and Public Service Commission.
 - 3. If the Contractor proceeds with work without providing notification that there will be changes in the Contract, the Contractor shall waive all rights to submitting for a Change in Contract Sum or Contract time.
- E. "Proposal Request": Job Bulletins indicated as such will include changes to the work that could potentially change the Contract Time or Contract Sum. The Contractor shall not proceed with work outlined within such Job Bulletins until after the receipt of a signed G714 or an approved change order. Changes in the Contract Sum will only be accepted if the Proposal Request is clearly a modification to the Original Construction Project Scope or Scope of Work described herein. Refer to Section 01 26 00 "Contract Modification Procedures" for administrative and procedural provisions regarding Cost Proposals.
- F. "Construction Change Directive": Job Bulletins indicated as such are intended to direct the Contractor to proceed with the work, recognizing that there will be changes in the Contract Time. Such Job Bulletins must be signed by both the Engineer and the Public Service Commission as the Engineer has no authority to direct changes in the contract. Job Bulletins that would potentially result in a change to the Contract Sum will be issued as Proposal Requests as discussed above where the change is clearly a modification to the Original Construction Project Scope or Scope of Work described herein.

1.14 REQUEST FOR INFORMATION (RFI)

- A. General: The Drawings and Specifications are intended to convey the design intent, Scope of Work, and include provisions for most typical and anticipated assemblies and conditions. With the nature of repair projects, not all unique conditions can be known or detailed prior to execution of the Work.
 - 1. The Contractor shall carefully study and compare Contract Documents before proceeding with fabrication and installation of Work and shall promptly advise the Engineer of any error, inconsistency, omission, or apparent discrepancy discovered.
 - 2. Immediately on discovery of conditions that differ from or conflict with the Contract Documents or when additional information or interpretation of the Contract Documents is required, the Contractor shall submit an RFI to the Engineer in the form specified.
 - a. All RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - b. Coordinate and submit RFI in a prompt manner so as not to avoid delays in Contractor's work or work of subcontractors.
- B. Form: Contractor shall use the RFI form and Log acceptable to the Public Service Commission and Engineer. The form is intended to be completed electronically and emailed to the Engineer and Public Service Commission.
- C. Coordination:
 - 1. Contractor shall allot time in the construction scheduling for liaison with Engineer for handling queries and clarifications. Contractor shall coordinate and submit RFIs in a prompt manner so as to avoid delays in Work.
 - 2. The Public Service Commission reserves the right to require the Contractor to reimburse the Public Service Commission for additional fees from the Engineer and Engineer's Consultants for performing review services for the Contractor if Engineer is able to respond to a RFI by making specific reference to a Drawing Sheet or Specification Section.
 - 3. The performance of any Work which is executed without prior direction from the Engineer, either provided within the Contract Documents or provided within subsequent written direction, shall be the sole responsibility of the Contractor.
 - 4. On receipt of Engineer's response, Contractor shall update the RFI log and immediately distribute the RFI response to affected parties.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and formally respond. Engineer will attempt to respond to request by date indicated on the RFI. Allow ten (10) working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

- 1. Engineer will review RFIs to determine whether they are RFIs as defined herein. If the Engineer determines that the document is not an RFI, or the form is incomplete, it will be returned to the Contractor, un-reviewed as to content, for resubmittal in the proper manner.
- 2. If the Contractor submits an RFI pertaining to an activity within a duration of ten (10) working days or less until the date the information is necessary to perform the work, or at the point at which the information is necessary to avoid delay or extra costs, the Contractor shall not be entitled to any time extension or additional costs due to the time it takes the Engineer to respond to the request, provided that the Engineer responds within the ten (10) business days or additional time the Engineer determines is required to review and formally respond to the RFI.
 - a. Response requiring complicated or extensive design, calculations, coordination or scope changes could require additional time to develop a formal response. If the Engineer determines that a longer time is necessary to respond to the RFI, the Engineer will notify the Contractor within five (5) business days of receipt of the RFI.
- 3. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again after receipt of additional information.
- 4. In the event the response by the Engineer is not made in the time set forth in this Specification, the Contractor shall immediately notify the Engineer in writing of any responses that are needed to avoid delay or extra costs in connection with the project. The Contractor shall not be entitled to any extension of time or additional costs unless such immediate written notification is made.
- 5. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Request for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or RFIs with numerous errors.
 - h. Direction on means, methods, scheduling, sequences or safety procedures.

- 6. Engineer's response may result in a change to the Contract Time or the Contract Sum. Contractor may be eligible to submit a Change Proposal in accordance with Section 01 26 00 "Contract Modification Procedures" based on the Engineer's response to the RFI.
 - a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer and the Public Service Commission in writing within five (5) days of receipt of the RFI response and prior to commencing the Work.
- 7. Contractor to notify the Engineer and Public Service Commission within three (3) days of receipt of response if Contractor disagrees with response.
- E. RFI Content: Include a detailed, legible description of the item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of Engineer.
 - 5. RFI number, assigned sequentially.
 - 6. Specification Section number and title and related Subsections.
 - 7. Drawing number and detail references.
 - 8. Field dimensions and conditions.
 - 9. Contractor's suggested resolution. If Contractor's resolution impacts the Contract Time or the Contract Sum, Contractor shall state the impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments, as applicable. Include sketches, descriptions, measurements, photographs, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- F. RFI Log Content: Contractor shall maintain in the field office a copy of an RFI Log indicating current status of each item. RFI Log shall indicate:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number, assigned sequentially including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.

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8. Note indicating if modifications or changes to the Contract Documents are required per RFI response indicating the applicable Job Bulletin.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Submittals Schedule.
 - 2. Construction Photographs.
 - 3. Material Location Reports.
 - 4. Site Condition Reports.
 - 5. Special Reports.

1.03 RELATED SECTIONS

- A. Section 01 29 00 "Payment Procedures"
- B. Section 01 31 00 "Project Management and Coordination"
- C. Section 01 32 13 "Scheduling of Work"
- D. Section 01 32 33 "Photographic Documentation"
- E. Section 01 33 00 "Submittal Procedures"
- 1.04 SUBMITTALS
 - A. Submittal Schedule: Submit submittal schedule in accordance with Section 01 33 00 "Submittal Procedures."
 - B. Material Location Reports: Submit documentation of material location for materials stored off-site to be in a bonded storage warehouse and so noted with each application for payment, as applicable, in accordance with Section 01 29 00 "Payment Procedures."
 - C. Submission of the following information can be done as outlined in Section 01 31 00 "Project Management and Coordination."
 - 1. Preconstruction and Post-Construction Photographs: Submit progress photographs in accordance with Section 01 32 33 "Photographic Documentation."
 - 2. Site Condition Reports: Submit reports at time of discovery of differing conditions. Include RFI if conditions require additional instructions.

- 3. Construction Schedule Revisions: Submit updates to the construction schedule at regular intervals as construction progresses. Submit revisions with revision date indicated on the schedule.
- D. Special Reports: Submit documentation at time of unusual event to the Engineer and the Public Service Commission.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Prepare Submittal Schedule in accordance with Section 01 33 00 "Submittal Procedures"
- B. The Submittal Schedule shall be integrated into the construction schedule in accordance with Section 01 32 13 "Scheduling of Work."
- C. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabricating, and delivery when establishing dates.
- D. Coordinate Submittals Schedule with list of Subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2.02 CONSTRUCTION PHOTOGRAPHS

A. Construction photographs used to document construction progress shall be in accordance with Section 01 32 33 "Photographic Documentation."

2.03 REPORTS

- A. Material Locations Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from project site. For materials stored away from the project site, include the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit such report with an RFI, if required. Include a detailed description of the differing conditions, together with recommendations for addressing such differences.
- C. Special Reports: Submit special reports directly to Public Service Commission within one (1) day of occurrence. Distribute copies of report to parties affected by the occurrence.

1. Reporting Accidents: When an accident occurs at project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons injured, witnesses, first responders, hospital, or clinic where injured was treated. Notify Public Service Commission immediately when an accident resulting in an injury occurs.

PART 3 - EXECUTION

3.01 CONSTRUCTION PROGRESS

- A. Contractor to update the Public Service Commission and EOR at reasonable intervals in accordance with Section 01 31 00 "Project Management & Coordination."
 - 1. Submittals, photographs, and reports should be submitted within twenty-four (24) hours of being generated.
 - 2. Contractor's Construction Schedule should be submitted whenever revisions are made.
- B. Contractor to maintain a submittal schedule that includes the status of all submittals, to include:
 - 1. Date Submitted to Engineer
 - 2. Due Date to return to Contractor
 - 3. Date Returned to Contractor from Engineer
 - a. Action required from Engineer's response, if applicable
- C. Contractor to maintain records of all reports generated during the period of construction.
- D. Contractor to update Contractor's Construction Schedule in accordance with Section 01 32 13 "Scheduling of Work."

END OF SECTION 01 32 00

SECTION 01 32 13

SCHEDULING OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes provisions for developing, submitting, updating, and maintaining a construction schedule, to include:
 - 1. Preliminary Construction Schedule
 - 2. Contractor's Construction Schedule
- B. This section includes general considerations for scheduling of work.

1.03 RELATED SECTIONS

- A. Section 01 14 00 "Work Restrictions & Use of Site"
- B. Section 01 26 00 "Contract Modification Procedures"
- C. Section 01 29 00 "Payment Procedures"
- D. Section 01 32 00 "Construction Progress Documentation"
- E. Section 01 33 00 "Submittal Procedures"
- F. Section 01 40 00 "Quality Requirements"

1.04 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- C. Normal Weather Conditions: Normal weather does not mean statistically average weather but rather means a range of weather patterns which might be anticipated based on weather conditions and shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/Environmental Data and Information Services, National Climatic Center, and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the Project Site.
- 1.05 SUBMITTALS
 - A. Preliminary Construction Schedule: Contractor shall submit Preliminary Construction schedule to the Public Service Commission and the Engineer within 72 hours of Notice to Proceed. Schedule shall be as detailed as possible. The Preliminary Construction Schedule shall include the following milestones:
 - 1. Notice to Proceed
 - 2. Site Mobilization
 - 3. Garage repair per phasing plan
 - 4. Substantial Completion
 - 5. Final Completion
 - B. Contractor's Construction Schedule: Contractor shall submit detailed Construction Schedule no more than five (5) business days after the Preconstruction Conference, but prior to the first progress meeting.

1.06 GENERAL REQUIREMENTS

- A. The Contractor's proposed Sequence of Operations and Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the substantial completion date.
- B. The Contractor's detailed Sequence of Operations shall indicate each step of demolition and construction, with trades involved, coordination required, and extent of completion to be accomplished.
 - 1. Time for the following tasks shall be included in the Contractor's proposed Sequence of Operations:
 - a. Time for submittal review and approval prior to such work being installed.
 - b. Time for Engineer observations.
 - c. Time for RFI and RFI Responses.
- C. The Contractor's detailed Sequence of Operations shall clearly indicate scope and time period, as required by the Public Service Commission for scheduling activities. All schedule conflicts shall be resolved by the close of the Preconstruction Meeting with a final written schedule provided by the Contractor within five (5) days thereafter.

- D. The Contractor shall take into consideration normal weather conditions when developing the Construction Schedule. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Public Service Commission under the following conditions:
 - 1. The request for additional time shall be further substantiated by weather data collected during the period of delay at the Project Site. Said data must demonstrate that an actual departure from normal weather occurred at the Project Site during the dates in question.
 - 2. A request for extension of time based on abnormal weather must be made in writing within five (5) calendar days of the completion of the calendar month during which abnormal weather is claimed at the Project Site. The request must be accompanied by evidence supporting the request including both historical data and the recordings at the Project Site during the time of delay.
- E. The Contractor shall account for local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the work when developing the Construction Schedule.
- F. The Contractor shall develop the Construction Schedule such that Final Completion of the Work will be achieved no later than thirty (30) days after achieving Substantial Completion.

1.07 COORDINATION

- A. When scheduling, the Contractor shall prepare a detailed Sequence of Operations for coordinating the work with the Public Service Commission Parking Garage occupancy and activities, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.
- B. The flow of work around the project shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.
- C. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.
- D. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- E. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of Subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule in proper sequence.

- F. Coordinate any temporary shutdown of mechanical, electrical, or plumbing systems required to execute the work. Requests for shutdown of such systems shall be submitted to allow no less than seven (7) calendar days for Public Service Commission review. If requested by the Public Service Commission, provide temporary utility accommodations during a temporary shutdown.
 - 1. Coordinate existing utility interruptions with the Public Service Commission that are required to execute the work. Requests for interruptions to existing utilities shall be submitted in writing to allow no less than fourteen (14) calendar days for Public Service Commission review.
 - a. Do not proceed with utility interruptions without Public Service Commission's written permission.

1.08 QUALITY ASSURANCE

A. Schedule Development: Project schedule to be developed by a project manager or experienced consultant familiar with all aspects of the project, to include, but not limited to: mobilization requirements, access requirements, project coordination, familiarity with installation requirements to develop accurate durations for activities, quality control oversight, testing and inspection requirements, and closeout requirements.

1.09 PROJECT MILESTONES

- A. Notice to Proceed: TBD.
- B. Substantial Completion: 30 calendar days prior to Final Completion.
- C. Final Completion: 120 calendar days from Notice to Proceed.
 - 1. All work, including all punch list items, must be complete prior to this date.

PART 2 - PRODUCTS

2.01 PRELIMINARY CONSTURCTION SCHEDULE

A. Preliminary Construction Schedule shall follow the requirements for the Contractor's Construction Schedule and represent the Contractor's intended final Construction Schedule. Only after comments from the Public Service Commission and the Engineer have been incorporated will this be considered the Contractor's Construction Schedule.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. General: Contractor's Construction Schedule to be comprehensive in nature and clearly indicate Scope of Work and time period. Contractor shall prepare a detailed sequence of operations for coordinating and executing the work, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.
 - 1. The flow of work around the project shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.

- 2. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.
- 3. The Contractor's Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the completion date required by the Public Service Commission.
- 4. The Contractor's Construction Schedule shall indicate each step of demolition and construction, with trades involved, coordination required and extent of completion to be accomplished.
- 5. Overtime, or weekend work shall not be included in the Contractor's Construction Schedule unless approved by the Public Service Commission in writing.
- 6. Contractor's failure to maintain the project according to schedule shall not be grounds for any Contract Modifications including change in contract amount or contract time.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by approved Change Order.
- C. Format: Gantt-Chart Schedule unless another format is approved by the Public Service Commission.
- D. Activities: Treat each phase as a separate numbered activity for each principal element of the Work. Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.
 - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Engineer and Public Service Commission.
 - 2. Critical Activities: Identify which activities within the schedule are considered critical path activities.
 - 3. Include estimated time frames for the following activities:
 - a. Submittal Review Activities: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule.
 - i. Identify essential submittal packages and submittal approval deadlines
 - ii. Integrate submittal schedule into construction schedule in accordance with Section 01 32 00 "Construction Progress Documentation"

- b. Procurement of Materials: Include procurement process activities for long lead items and major items, requiring a cycle of more than thirty (30) days, as separate activities in the schedule.
 - i. Purchase of materials.
 - ii. Delivery.
 - iii. Fabrication.
- c. Mobilization and demobilization.
 - i. Coordinate and allow for time for access provisions to be installed or erected.
- d. Installation and execution of the Work.
 - i. Identify dates where hidden conditions will be available for observations in order to verify existing conditions. Allow for time for the development of RFIs and RFI responses after each condition is exposed.
- e. Quality Assurance Activities: Include time for Quality Assurance testing in accordance with Section 01 40 00 "Quality Requirements."
 - i. Coordinate review of quality control testing and inspections included in each individual specification section.
 - ii. Include time for Engineer observations.
- f. Work requiring coordination with other entities:
 - i. Utility interruptions.
 - ii. Work by Owner that may affect or be affected by Contractor's activities.
 - iii. Identify all planned changes to Public Service Commission Parking Garage egress and occupant access.
- g. Milestones:
 - i. Notice to Proceed
 - ii. Preconstruction Conference
 - iii. Preinstallation Conferences
 - iv. Substantial Completion: Indicate completing in advance of date established for Substantial Completion and allow time for Engineer's administrative procedures necessary for certificate of Substantial Completion.
 - v. Punch List: Include time for punch list items to be completed prior to Final Completion.
 - vi. Final Completion

- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as outlined below and show how the sequence of Work is affected:
 - 1. Work under more than one Contract: Include a separate activity for each contract.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Coordination with garage occupant activities and limitations of continued occupancy.
 - c. Uninterruptible services.
 - d. Seasonal variations.
 - e. Environmental Control.
 - f. Provisions for future construction.
 - g. Limitations to times and period of permitted interior access.
 - h. Use of site restrictions outlined in Section 01 14 00 "Work Restrictions and Use of Site."
 - 3. Work Stages and Phasing: Indicate important stages of construction for each major phase of the Work. Identify where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Continued occupancy.
 - b. Temporary protection of extents of completed Work for each major phase.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule complying with Section 01 26 00 "Contract Modification Procedures."

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule updates at least one (1) day before regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made.
- B. Distribution: Distribute copies of approved schedule to Engineer, Public Service Commission, testing and inspection agencies, and other parties identified by Contractor with a need to know schedule responsibility.
 - 1. Post copies in temporary field offices.

- 2. Submit updated Construction Schedule with each Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
- 3. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 13

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Post-construction photographs.

1.03 RELATED SECTIONS

A. Section 01 31 00 – "Project Management and Coordination"

1.04 SUBMITTALS

- A. General: Submit a complete set of digital image file photographs or videos as a Project Record Document. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.
 - 1. Include photograph log indicating the locations and condition shown in each photograph.
- B. Preconstruction Photographs:
 - 1. Coordinate preconstruction photographic documentation to ensure all existing conditions in and around the site are documented. Any existing damages which could be construed to be a result of Construction Activities shall be sufficiently documented prior to mobilization.
- C. Post-construction Photographs:
 - 1. Submit photographic documentation showing completed work in all locations that were part of the Scope of Work.

PART 2 - PRODUCTS

- PART 3 EXECUTION
- 3.01 GENERAL
 - A. Take photographs using the maximum range of depth of field and that are in focus, to clearly show the intended conditions. Photographs with blurry or out-of-focus areas will not be accepted.

- 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in filename for each image.

3.02 PRECONSTRUCTION PHOTOGRAPHS

- A. Before commencement of work and staging, the Contractor shall perform a preconstruction walkthrough and document existing damage to garage interiors and exteriors, grounds, and landscaping. Documentation shall be in the form of digital photographs keyed to Floor Plans, Site Plans, or Elevations. Photographic Documentation should include the following:
 - 1. Lay down, staging areas, and locations of temporary access and pedestrian walks before construction.
 - 2. Documentation of the condition of the existing landscaping.
 - 3. Take as many photographs as necessary to show existing conditions adjacent to property before commencing the Work.
 - 4. Take as many photographs as necessary of the existing conditions either on or adjoining the property to accurately record physical conditions at start of construction.
 - 5. Existing damaged conditions: Photograph all areas around the construction site where existing damages to the structure or site are present. Failure to document existing damages will result in the Contractor being responsible for any and all damages to the site and structure not photographically documented as an existing condition.
 - 6. The photographs shall be submitted to the Owner and the Engineer prior to the start of Work.

3.03 POST-CONSTRUCTION PHOTOGRAPHS

- A. After completion of the Work, the Contractor shall perform a post-construction walkthrough and document final condition of the Piedmont Parking Garage, grounds and landscaping. Documentation shall be in the form of digital photographs keyed to Floor Plans, Site Plans, or Elevations. Take digital photographs of Project site and surrounding properties, including items that remained in place during construction, from different vantage points, or as directed by the Engineer or GSD.
 - 1. Areas where work was executed should be highlighted in the postconstruction photographs.

END OF SECTION 01 32 33

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Submittal Administrative Requirements.
 - 2. Submittal Log.
 - 3. Submittals.
 - a. Product Data and Manufacturer's Requirements.
 - b. Shop Drawings.
 - c. Samples for Approval.
 - 4. Submittal Procedures.
 - 5. Contractor's Review.
 - 6. Engineer's Action.

1.03 RELATED SECTIONS

- A. Section 01 31 00 "Project Management and Coordination"
- B. Section 01 32 13 "Scheduling of Work"
- 1.04 DEFINITIONS
 - A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as Submittals.
 - B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as Informational Submittals

1.05 SUBMITTALS

- A. Submittal Schedule: Prepare and submit a submittal schedule, arranged in chronological order by dates required by construction schedule and critical path in accordance with Section 01 32 13 "Scheduling of Work." Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontractors, schedule of values, and Contractor's construction schedule.
 - 2. Format: Arrange the following information in tabular format:
 - a. Specification Section number and title.
 - b. Scheduled date for first submittal.
 - c. Scheduled date for Engineer's final release or approval.
 - d. Description of Work covered.
 - e. Name of subcontractor.
 - 3. Submit submittal schedule on or before the Preconstruction Conference in accordance with Section 01 31 00 "Project Management and Coordination."

1.06 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings can be provided by the Engineer for Contractor's use in preparing submittals upon request.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - 2. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - 3. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD file format
 - 4. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to Engineer and Public Service Commission.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

- 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- 5. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time in the Construction Schedule for submittal review, including time for resubmittals. Time for review shall commence on Engineer's receipt of submittal. Submittals received after 1:00 PM will be considered as received the following business day. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow ten (10) business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Public Service Commission, or other parties is indicated, allow five (5) days for each party's initial review of each submittal.
 - 5. Additional Review Time: Complicated, complex, or very detailed submittals may require longer for review.
 - a. When Contractor has submitted multiple submittal packages within the same review period, review of all packages within the same period may not be possible. Contractor should identify those packages that are most critical, and Engineer will make every effort to review those packages first.
- D. Electronic Submission: Assemble submittal package into a single, indexed file incorporating submittal requirements of Specification Section and transmittal form with links enabling navigation to each item (bookmark each item).
 - 1. Electronic submissions should be through email
 - 2. Name file with a number or unique identifier, including revision identifier. File name can match that of the Submittal Number and Title.
 - 3. Transmittal Form: Include a transmittal form with each submittal including the following identification information:
 - a. Indicate name of firm or entity that prepared each submittal on label or title block.
 - b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings.

- c. Include the following information for processing and recording action taken:
 - i. Project name.
 - ii. Date.
 - iii. Name of Engineer.
 - iv. Name of Contractor.
 - v. Name of Subcontractor.
 - vi. Name of supplier.
 - vii. Name of manufacturer.
 - viii. Submittal number and title or other unique identifier, including revision identifier.
 - aa. Submittal number shall include the appropriate specification section number and title (e.g., 04 20 00 "Unit Masonry") and shall be numbered sequentially. Resubmittals shall include a sequential revision number following the specification section (e.g., 04 20 00 01 REV 1 "Unit Masonry").
 - ix. Number and title of appropriate specification section.
 - x. Drawing number and detail references, as appropriate.
 - xi. Location(s) where product is to be installed, as appropriate.
 - xii. Transmittal Method (electronic, post mail, in-person)
 - xiii. Other necessary identification.
- E. Re-submittals: Make re-submittals in same form and number of copies as initial submittal. Make re-submittals under procedures specified for initial submittals.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Clearly identify changes made since previous submittal.
 - 4. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
 - 5. Engineer will record time required to review re-submittals after original submittal and first re-submittal.
 - a. Public Service Commission retains the right to require the Contractor to reimburse Public Service Commission for additional charges from the Engineer or Engineer's Consultants for reviewing a submittal more than two (2) times unless the processing results from approved Change Orders causing revisions to previously approved submittals.

- F. Distribution: Furnish copies of submittals approved by the Engineer to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - 1. Contractor shall provide each testing and inspection agency one (1) set of approved submittals for their exclusive use in providing specified quality control testing and inspection services.
 - 2. The Public Service Commission shall receive copies of all approved submittals, to include Shop Drawings and product data.
- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with approval notation from Engineer.
- H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Incomplete or Partial Submittals: Engineer will not review partial or incomplete submittals. Complete submittals for each item are required.
 - 1. Engineer will return a submittal without processing if it does not contain Contractor's stamp; it is not initialed or signed by authorized person; it is not dated; or it becomes evident that they have not been properly reviewed.
 - 2. Submittals will not be considered official until it is complete in every respect.
 - 3. Delays resulting from returned submittals due to being incomplete or partial are the responsibility of the Contractor.

PART 2 - PRODUCTS

2.01 SUBMITTAL LOG

- A. Contractor shall maintain a copy of the submittal log indicating current status of each item in the field office and an electronic copy.
- B. Submittal Log Format: Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category: Action or Informational.
 - 4. Name of Subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Engineer's final release or approval.

2.02 SUBMITTALS

- A. General: Submittal shall include information as specified in each individual specification section as needed to show the products and procedures used for the Project are in compliance with the Contract Documents.
 - 1. Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor and will return a submittal without processing if it does not contain Contractor's stamp.
 - 2. Options: Identify options requiring selection by the Engineer.
 - 3. Deviations: Identify deviations from the Contract Documents on submittals.
 - 4. Transmittal shall include references to Drawing Details and locations where product is to be installed, as appropriate.
- B. Product Data and Manufacturer's Instructions Submissions: Collect information into a single submittal for each element of construction and type of product or equipment. Include all product information required to show compliance with performance requirements outlined in each individual specification section.
 - 1. General: If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data. Mark each copy of each submittal to show which products and options are applicable.
 - 2. Product Data: Include the following product data information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - i. Material compatibility.
 - j. Warranty information.
 - 3. Manufacturer's Instruction: When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.
 - a. Identify conflicts between manufacturer's instructions and Contract Documents.

- b. All data, instructions, and technical bulletins shall be the most current version of the documents available from the manufacturer.
- 4. Submit Product Data and Manufacturer's Instructions before or concurrent with submission of Samples for Approval.
- C. Shop Drawing Submissions: Where required by individual specification sections or necessary to coordinate the work of overlapping or adjacent trades, include coordinated Shop Drawings that clearly convey installation of products and methods for specified systems. Product Data Submissions should accompany all Shop Drawing Submissions to provide additional information on products included in Shop Drawings.
 - 1. Provide project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents.
 - 2. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurements.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of Professional Engineer if specified.
 - 3. Contractor shall submit complete sets of each Shop Drawing package in a single organized file.
 - 4. Contractor shall present all drawings in a clear and consistent manner. Each drawing shall contain the project name and number; identify each element of the drawings by reference to sheet number and detail or schedule of the Contract Documents.
 - 5. Contractor shall show details, materials, dimensions, thickness, methods of assembly, attachments, relation to adjoining Work, and other pertinent data and information.
 - 6. Shop Drawings shall be developed based on field verified dimensions. Contractor shall verify dimensions and field conditions and clearly indicate both.
 - 7. Contractor shall not use Contract Drawings for Shop Drawings and shall provide original Shop Drawings with changes from Contract Drawings clearly indicated.
 - 8. No item shall be marked as "By Others" or similarly. Each item shall be called out and coordinated between various trades or Subcontractor's Shop Drawings.

- 9. Contractor shall allot time in construction scheduling for Engineer to review Shop Drawings.
 - a. Where Shop Drawings include design calculations and/or unique and atypical conditions, review of Shop Drawings may require more than the specified ten (10) business days for Engineer's review.
- D. Submission of Samples for Approval: Contractor to submit physical samples of products to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate samples submittals for interfacing work.
 - 1. Approval of submittal will be required by both the Engineer and the Public Service Commission.
 - 2. Include identification on each sample, with full project information.
 - 3. Submit the number of samples specified in individual Specification Sections.
 - 4. Transmit Samples that contain multiple, related components such as accessories, together in one submittal package.
 - 5. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 6. Provide corresponding electronic submittal of Sample transmittal, including digital image file illustrating Sample characteristics, and identification information for record.
 - 7. Submit Product Data and Manufacturer's Instructions before or concurrent with submission of Samples for Approval.
 - 8. Schedule finish sample submittals for aesthetic approval at least fourteen (14) days before purchase, fabrication, or assembly.
 - 9. Types of Samples:
 - a. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

b. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

PART 3 - EXECUTION

3.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submittals: Electronic file submission is permitted.
- B. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 1. When required by individual Specifications Sections, submit manufacturer's certificate, in duplicate, indicating that the submitted product meets or exceeds specified requirements.
 - 2. Certificates shall contain the most recent test results on material or product.

3.02 CONTRACTORS REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
 - 1. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying the submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.03 ENGINEER'S ACTION

- A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and provide a formal response. Engineer will indicate one of the following actions:
 - 1. Approved: The Engineer takes no exceptions to the documentation submitted.

- 2. Approved as Noted: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may proceed based on this submittal provided that the work is in compliance with the Contract Documents.
- 3. Revise and Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide revised submittal based on the comments herein, until such time that "Approved as Noted" or "Approved" is received from the Engineer.
- 4. Rejected / Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide new submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the Engineer.
- 5. Not Reviewed / No Action Taken: Contractor is advised that this submittal has not been reviewed.
- 6. Not Submitted: Contractor is advised that the Contract Documents require a submittal for this Work. Provide a submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the Engineer.
- 7. Color Selection Required: The Contractor is advised that color selections for the entire project, or portion thereof, will be provided after receipt of all color charts and required samples for the Project or for that component, if so noted.
- B. Informational Submittals: Engineer will review each submittal and will return acknowledging receipt.
- C. Partial submittal prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by the Engineer without action.

END OF SECTION 01 33 00

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
 - 1. Environmental Protection.
 - 2. Hazardous Materials Abatement.
- 1.03 RELATED SECTIONS
 - A. Section 01 50 00 "Temporary Facilities and Controls"

1.04 GENERAL REQUIREMENTS

- A. The Contractor shall be responsible for enforcing the environmental protection, safety, and health provisions of these specifications. The Contractor shall comply with the requirements of the Occupational Safety and Health Administration, the West Virginia State Building Code, and other applicable local, state, and federal requirements.
- B. The Contractor is solely responsible for the effect of all environmental, safety, and health plans for this project.

1.05 SUBMITTALS

- A. Environmental Protection Plan: Contractor to submit a written plan for environmental protection procedures outlined herein. This plan can be incorporated into the required Safety Plan in Section 01 50 00 "Temporary Facilities and Controls," as several of these topics overlap in scope. The written plan should include the following elements:
 - 1. Waste disposal
 - 2. Spill containment
 - 3. Erosion and Sediment Control
 - 4. Temporary Controls
 - a. Dust Control
 - b. Noise Control
 - c. Security Control
 - d. Traffic Control

- 5. Fire Protection
- B. Hazardous Materials Abatement Plan: Contractor to submit a written plan for the abatement of hazardous materials discovered during the execution of the Work. This plan should include methods for identifying hazardous materials, methods for properly abating or removing, and methods for ensuring it is safe to resume working in and around hazardous materials. The plan should also include a hazards communication plan in accordance with local, state, and federal requirements.

1.06 ENVIRONMENTAL PROTECTION

- A. Waste Disposal: The Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all federal, state, and local laws and regulations.
- B. Spill Containment: The Contractor shall be responsible for providing an acceptable means of spill containment for all fuel and hazardous liquids stored at the site. The method of spill containment shall be designed such that accidental discharge of the liquid shall be contained before entering any drains connected to sewers.
- C. Erosion and Sediment Control: The Contractor shall be responsible for protecting all storm water catch basins, storm water drain intakes, and other storm water management apparatuses from excessive increases in peak runoff or from runoff containing construction debris, dust, or dirt.
 - 1. Contractor shall be fully responsible for inspecting, restoring, and cleaning such apparatuses should protection measures fail or be insufficient.
- D. Temporary Controls: See Section 01 50 00 "Temporary Facilities and Controls" for requirements for the following temporary controls:
 - 1. Dust Control
 - 2. Noise Control
 - 3. Security Control
 - 4. Traffic Control
 - 5. Vibration Control

1.07 FIRE PROTECTION

A. Refer to Section 01 50 00 "Temporary Facilities and Controls."

1.08 HAZARDOUS MATERIALS

- A. Copies of safety data sheets (SDS) for all hazardous chemicals used in the Work shall be kept at the site and shall be available for the Engineer's inspection.
 - 1. In the event it is not practical to maintain SDS information at the site (for example, if all tools and equipment are removed from the site after each work shift), then the Contractor shall have the SDS information readily available.
- B. The Contractor is responsible for training all employees in the safe use of hazardous chemicals.

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C. All hazardous materials created by the Work shall be disposed of by the Contractor off site in accordance with all applicable regulations.

1.09 ASBESTOS

- A. The Contractor shall not use asbestos containing materials in the work, either as consumable materials or materials incorporated into the Work.
- B. Existing Conditions:
 - 1. No asbestos is believed to exist in the structure.
 - 2. Immediately notify the Owner and the Engineer if any locations containing asbestos are identified.
- C. Contractor to follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health and Office of Environmental Health Services.
 - 1. Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing asbestos.

1.10 LEAD-BASED PAINT ABATEMENT

- A. The Contractor shall not use any materials containing harmful levels of lead, either as consumable materials or materials incorporated into the Work.
- B. General: If lead-based paint is found in the existing elements and is disturbed for the work, the lead-based paint shall be removed prior to any other work being performed in this area. The Contractor shall coordinate removal and disposal of lead materials with the PUBLIC SERVICE COMMISSION following the approved safety plan procedures. Do not proceed with any demolition until the PUBLIC SERVICE COMMISSION has given notice that proceeding with demolition work is permitted.
- C. Contractor to follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, and Office of Environmental Health Services.
 - 1. Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing lead.
- D. Existing Conditions:
 - 1. No lead-based paint is expected to exist in the structure.
 - 2. Immediately notify the PUBLIC SERVICE COMMISSION and the Engineer if any locations containing lead-based paint are identified.

PART 2 - PRODUCTS

NOT USED.

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PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 35 43

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural general requirements for quality requirements and quality control, to include the following:
 - 1. General Quality Control
 - 2. Public Service Commission Responsibilities
 - 3. Contractor Responsibilities
 - 4. Testing Agency Responsibilities
 - a. Third party special inspection engineer
 - 5. Execution
 - a. Workmanship
 - b. Control of Installation
 - c. Tolerances
 - d. Testing and Inspections
 - e. Rejection of Work
 - f. Manufacturer's Field Services
 - g. Repair and Protection
- B. This Section does not itemize the various quality assurance and/or quality control testing, inspections, and related activities required by individual Specification Sections. Individual Specification Sections should be referenced for the individual quality assurance and quality control requirements.
- C. This Section does not cover administrative and procedural requirements of the Contractor related to the Engineer's Construction Administration Site Visits. Such requirements are covered in Section 01 31 00 "Project Management & Coordination."

1.03 RELATED SECTIONS

- A. Section 01 31 00 "Project Management and Coordination"
- B. Section 01 32 13 "Scheduling of Work"

C. All Technical Specifications Sections.

1.04 REFERENCES

A. ASTM E 329-13c "Standard Specification for Agencies Engaged in Construction Inspections, Special Inspection, or Testing Materials Used in Construction"

1.05 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL), a National Voluntary Laboratory Accreditation Program (NVLAP), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - 1. Third Party Special Inspection Engineer: Testing agency engineer engaged to perform specific tests, inspections, or both as specified in individual Specification Sections and as required by the 2015 International Building Code and authorities having jurisdiction.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of three (3) previous projects, unless otherwise indicated, similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

- H. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- I. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

1.06 GENERAL QUALITY CONTROL

- A. Quality control services include inspections, tests and procedures, and related actions including reports performed by independent agencies, governing authorities, and the Contractor during and after execution of the Work.
 - 1. Quality Control activities do not include Contract enforcement activities performed by the Engineer.
- B. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements or of quality assurance measures required for successful execution of the work.
- C. Requirements of this Section relate to fabrication and installation procedures.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements of the Contractor by the Engineer, the Public Service Commission, or authorities having jurisdiction, shall not be limited by the provisions of this Section.

1.07 PUBLIC SERVICE COMMISSION RESPONSIBILITIES

- A. Where quality-control services are specifically indicated as Public Service Commission's or Owner's responsibility, the Public Service Commission will engage a qualified testing agency to perform these services.
 - 1. Public Service Commission will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. The Contractor shall coordinate with the Public Service Commission for scheduling and facilitating such testing and inspection services.
 - 3. Payment for these services will be made by the Public Service Commission.

4. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted accordingly by a deductive Change Order.

1.08 CONTRACTOR RESPONSIBILITIES

- A. General: Contractor shall provide general oversight of construction activities to ensure the quality of the work being executed is in accordance with the specification requirements, industry standards, and manufacturer requirements for a given task as well as in a manner that is safe. Strict quality guidelines shall be set at the beginning of each task, and the field project manager and superintendent for the Contractor shall ensure this level of quality is maintained for the duration of the task.
 - 1. The requirements for testing and inspections included in the individual specification sections shall in no way replace the general quality oversight provided in the field by the Contractor.

B. Special Tests and Inspections: Contractor shall employ and pay an independent qualified testing agency/third party special inspector to conduct special tests and inspections specified in individual Specification Sections and as required by the 2015 International Building Code and authorities having jurisdiction, and as follows:

- 1. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer and Public Service Commission with copy to Contractor and to authorities having jurisdiction.
- 2. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 3. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 4. Retesting and re-inspecting corrected work
- 5. Contractor shall not employ same entity engaged by Public Service Commission, unless agreed to in writing by Public Service Commission.
 - a. The Public Service Commission reserves the right to reject the testing agency engaged by the Contractor.
- C. Coordination: Regardless of the original assignment of responsibility for inspection, testing or similar services, the Contractor shall coordinate, with each agency engaged to perform inspections, tests and similar services, the sequence of activities to accommodate required services with a minimum delay. In addition, the Contractor shall coordinate with each agency's activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

- 1. Contractor shall directly coordinate and schedule tests and inspections by agencies engaged directly by the Contractor.
- 2. Contractor is additionally responsible for coordinating and scheduling through the Public Service Commission when tests and inspections are required by an agency engaged by the Public Service Commission.
 - a. Contractor shall not contact or directly schedule testing and inspection services conducted by an agency engaged by the Public Service Commission, unless authorized by the Public Service Commission to do such.
 - b. Notify Public Service Commission and the Engineer at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
- D. Manufacturer's Field Services: Where indicated, the Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Contractor shall report the results of such services in writing to both the Public Service Commission and the Engineer.
- E. Failure and Re-testing: Regardless of the original assignment of responsibility for inspection, testing, or similar services, the Contractor shall be responsible for employing and paying an independent agency for re-testing where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements. Removal and replacement Work necessitated by such noncompliance shall be at the Contractor's expense. When inspections or tests cannot be performed after proper notification and at the fault of the Contractor, rescheduling costs will be the Contractor's responsibility.
- F. Protection and Repair: Regardless of the original assignment of responsibility for inspection, testing or similar services, repair and protection are the Contractor's responsibility. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Protect construction exposed by or for quality control service activities and protect repaired construction.
- G. Associated Services: Contractor shall cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested, regardless of whom the agency is employed by. Contractor shall notify agency sufficiently in advance of operations to permit assignment of personnel. Contractor shall provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

- 4. Facilities for storage and field curing of test samples.
- 5. Delivery of samples to testing agencies.
- 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
- 7. Security and protection for samples and for testing and inspecting equipment at Project site.

1.09 TESTING AGENCY/THIRD PARTY SPECIAL INSPECTION ENGINEER RESPONSIBILITIES

- A. Qualifications: All testing service agencies, engaging in inspection and testing services, including independent testing laboratories, shall be prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and shall specialize in the types of inspections and tests to be performed. Each service agency engaged on the Project shall be authorized to operate in the State of West Virginia.
 - 1. Additionally, each laboratory shall:
 - a. Comply with the requirements of ASTM E329.
 - b. Maintain full-time Professional Engineer licensed in the State of West Virginia on staff to review, supervise services and sign and stamp reports as necessary.
 - c. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to both the National Institute of Standards and Technology (NIST) or accepted values of natural physical constants.
- B. Responsibilities: Cooperate with Public Service Commission, Engineer, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Public Service Commission, Engineer, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.

1.10 SUBMITTALS

- A. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
 - 1. Distribution: Distribute schedule to Public Service Commission, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
 - 2. Coordinate with Contractor's Construction Schedule per Section 01 32 13 "Scheduling of Work."
 - 3. Prepare in tabular form and include the following:
 - a. Specification Section number and title.
 - b. Description of test and inspection.
 - c. Identification of applicable standards.
 - d. Identification of test and inspection methods.
 - e. Number of tests and inspections required.
 - f. Time schedule or time span for tests and inspections.
 - g. Entity responsible for performing tests and inspections.
 - h. Requirements for obtaining samples.
 - i. Unique characteristics of each quality-control service.
- B. Reports: Prepare and submit certified written reports from the independent agency for each quality control testing or inspection activity required by individual Specification Sections. Reports should be submitted within one (1) week of the test date to the Public Service Commission and the Engineer. Reports shall include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature, relative humidity, and weather conditions at time of sample taking and testing and inspecting.

- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and re-inspecting.
- C. Record of Tests and Inspections: Maintain a record of tests and inspections to be submitted at the completion of the project. Changes and modifications should be updated in the log as they occur. Access to the testing and inspections log should be available to Public Service Commission and Engineer for reference during normal working hours. Record to include the following:
 - 1. Date test or inspection was conducted.
 - 2. Identification of testing agency conducting test or inspection.
 - 3. Description of the Work tested or inspected.
 - 4. Results of test or inspection, and corrective work required, if any.
 - 5. Date test or inspection results were transmitted to Engineer and Public Service Commission.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Contractor shall comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Contractor shall perform work by persons qualified to produce workmanship of specified quality.
- 3.02 CONTROL OF INSTALLATION
 - A. Contractor shall monitor and coordinate quality control over Suppliers, Subcontractors, Manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
 - B. Contractor shall ensure that all Work complies with Manufacturers' instructions, including each step-in sequence, unless other provisions have been approved in writing by the Engineer.
 - 1. Should Manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from Engineer before proceeding.
 - C. Contractor shall ensure that all Work complies with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Contractor shall verify that field measurements and conditions are as indicated on Shop Drawings or as instructed by the Manufacturer.

3.03 TOLERANCES

- A. Contractor shall monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Contractor shall ensure the Work complies with Manufacturers' tolerances. Should Manufacturers' tolerances conflict with Contract Documents, Contractor shall request clarification from Engineer before proceeding.
- C. Adjust products and materials to appropriate dimensions as dictated by existing conditions, manufacturer's requirements, specified tolerances, and as shown in the Drawings. Position and verify accurate sizing before securing products in place.

3.04 TESTING AND INSPECTIONS

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 5. Perform additional tests and inspections required by Engineer, Public Service Commission or Contractor.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location and provide adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:

- a. To provide safe access to Work to be tested/inspected.
- b. To obtain and handle samples at the site or at source of products to be tested/inspected.
- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Arrange with Public Service Commission's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - a. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer. Payment for re-testing will be charged to the Contractor by utilizing a Deductive Change Order.

3.05 REJECTION OF WORK

- A. Refer to the General Conditions for additional requirements regarding the rejection of Work.
- B. The Engineer and the Public Service Commission may reject installed work if it does not comply with the Contract Documents.
- C. The Contractor shall replace Work or portions of the Work not conforming to specified requirements at no additional cost to the Public Service Commission.
 - 1. Any Work which may or may not comply with the Contract Requirements but must be removed in order to correct the deficient or rejected work must be removed and replaced at no additional cost to the Public Service Commission.
- D. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payment.

3.06 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, test, adjust, and to initiate instructions when necessary.
- B. Report, in writing, observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

- C. Manufacturer Field Service representative shall render directions or opinions regarding their products or materials only. However, by nature they will not be as familiar with the overall project scope, background, or requirements. Opinions rendered by Manufacturer Field Service representative shall not overrule the requirements contained in the Contract Documents. The Manufacturers' Field Service representative shall not have the authority to overturn the direction or opinion rendered by the Engineer or the Public Service Commission unless written approval is obtained from the Engineer and the Public Service Commission.
 - 1. Should manufacturer's field services representative provide directions or opinions conflicting with contract documents, Contractor shall request clarification from Engineer before proceeding.

3.07 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
 - 1. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.08 ENGINEER AND PUBLIC SERVICE COMMISSION INSPECTION

A. If the Engineer or Public Service Commission determines that the Work does not meet construction standards or requirements of the Contract Documents, then that portion of the Work shall cease and be redone to meet the Engineer's and Public Service Commission's approval at no additional cost.

END OF SECTION 01 40 00

SECTION 01 42 00 REFERENCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
 - 2. ACI American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 3. AIA American Institute of Architects (The); www.aia.org.
 - 4. AISC American Institute of Steel Construction; www.aisc.org.
 - 5. AISI American Iron and Steel Institute; www.steel.org.
 - 6. ANSI American National Standards Institute; www.ansi.org.
 - 7. ASCE American Society of Civil Engineers; www.asce.org.
 - 8. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
 - 9. ASTM ASTM International; (American Society for Testing and Materials International); www.astm.org.
 - 10. AWS American Welding Society; www.aws.org.
 - 11. BIA Brick Industry Association (The); www.gobrick.com.

- 12. CRSI Concrete Reinforcing Steel Institute; www.crsi.org.
- 13. ICC International Code Council; www.iccsafe.org.
- 14. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 15. MPI Master Painters Institute; www.paintinfo.com.
- 16. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
- 17. NACE NACE International; (National Association of Corrosion Engineers International); www.nace.org.
- 18. NCMA National Concrete Masonry Association; www.ncma.org.
- 19. NECA National Electrical Contractors Association; www.necanet.org.
- 20. NEMA National Electrical Manufacturers Association; www.nema.org.
- 21. NFPA NFPA; (National Fire Protection Association); www.nfpa.org.
- 22. SDI Steel Door Institute; www.steeldoor.org.
- 23. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 24. SSPC SSPC: The Society for Protective Coatings; www.sspc.org.
- 25. TIA Telecommunications Industry Association; (Formerly: TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
- 26. TMS The Masonry Society; www.masonrysociety.org.
- 27. UL Underwriters Laboratories Inc.; www.ul.com.
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. ICC International Code Council; www.iccsafe.org.
 - 2. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
 - 1. NPS National Park Service; www.nps.gov.
 - 2. OSHA Occupational Safety & Health Administration; www.osha.gov.
- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. WV DOT West Virginia Department of Transportation; www.transportation.wv.gov

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 42 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This section includes:
 - 1. Water
 - 2. Electricity and lighting
 - 3. Temporary controls
 - a. Dust Control
 - b. Noise Control
 - c. Security Control
 - d. Traffic Control
 - e. Vibration Control
 - 4. Fire protection
 - 5. Temporary materials and equipment
 - 6. Temporary storage areas
 - 7. Temporary sanitary facilities
 - 8. Temporary supplemental mechanical controls
 - 9. Directional Signage
 - 10. Protection of installed work
 - 11. Temporary installation
 - 12. Cleaning, removal and restoration

1.03 RELATED SECTIONS

- A. Section 01 14 00 "Work Restrictions and Use of Site"
- B. Section 01 56 00 "Temporary Barriers and Enclosures"
- C. Section 02 41 19 "Selective Demolition"

1.04 REFERENCES

A. ASTM F567-19: "Standard Practice for Installation of Chain Link Fence"

1.05 SUBMITTALS

- A. Safety Plan: Contractor must develop safety plan for the duration of the construction.
 - 1. Safety Plan should highlight specific high-risk activities and detail the safety considerations, identify the potential hazard, and describe implementation measures to address hazards.
 - 2. Safety Plan should provide site specific information for responding to an emergency when working from heights with limited access.
 - a. Ensure that appropriate first responders have been notified of scope of project and verify the ability to access all work areas in the event a rescue is required.
 - 3. Safety Plan should identify and provide contact information for designated safety personnel and alternates in case of primary personnel absence.
 - 4. Safety Plan should identify typical site safety requirements, to include appropriate Personal Protection Equipment (PPE) for all tasks to be completed as part of the Scope of Work.
 - 5. Safety Plan shall contain a narrative describing measures for fall protection where necessary and safety provisions for the Work.
 - 6. Contractor is responsible for complying with all safety, health and sanitation laws.
 - 7. Contractor shall submit a copy to the Public Service Commission Project Manager prior to starting work.
 - 8. Contractor shall notify Public Service Commission when outside safety agencies including Fire Marshall and OSHA are on site.
- B. Site Use Plan: Contractor shall submit a detailed site use plan. Plan shall clearly convey the intended locations, extents, materials, and execution of the following items:
 - 1. Temporary barriers and construction fencing.
 - 2. Pedestrian Protection/Access.
 - 3. Erosion and sediment protection.
 - 4. Contractor laydown area.
 - 5. Temporary Signage Locations.
 - 6. Site Access including identifying what equipment or methods will be used to access all areas of work.
 - 7. Plan shall identify paths of ingress and egress and the accessible routes. Plan shall identify any impacts on the pedestrian access routes and indicate any overhead protection. The Contractor shall provide signage notifying pedestrians of any closures and for detour routes.

- C. Temporary Controls Plan: Contractor shall submit a narrative outlining means and methods for implementing temporary control measures, to include but not limited to, the following:
 - 1. Dust and debris control measures.
 - 2. Noise control measures.
 - 3. Security control measures.
 - 4. Traffic control measures
- D. Shop Drawings: Contractor shall submit Shop Drawings for the following items:
 - 1. Temporary Signage: Drawings shall convey the sign content, size of letters, and location of signs on the project site.
 - a. The Public Service Commission will inspect and approve the temporary egress provisions, including exit signage and lighting, prior to beginning of work.
 - 2. Shoring: Drawings for the shoring of inverted tee beam during repairs shall be sealed by an engineer licensed in the state of West Virginia.

1.06 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the Public Service Commission or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Public Service Commission's construction forces.
 - 2. Engineer.
 - 3. Testing agencies.
 - 4. Personnel of authorities having jurisdiction.
- B. Sewer Service: Sewer service use charges for sewer usage by all entities paid by Contractor.
- C. Electric Power Service: Contractor to provide electric power for use by all Contractor personnel and visitors to the Project Site, to include but not limited to: the Public Service Commission, the Engineer, and testing and inspection agencies.
- 1.07 WATER
 - A. Water access will not be provided by the Public Service Commission.

1.08 ELECTRICITY AND LIGHTING

- A. The Contractor is responsible for providing a generator to provide all electrical power for construction use.
- B. Contractor shall provide lighting to ensure safe construction operations and to allow proper finishing operations.
- C. All temporary wiring shall be removed before completion of project.

1.09 ACCESS ROADS AND PEDESTRIAN WALKS

A. Keep all public streets, drives, and walks adjacent to site and haul routes clean and free of dirt, debris, and litter caused by construction operations. Any dirt, debris, and litter caused by construction operations must be removed immediately.

1.10 TEMPORARY CONTROLS

- A. Dust Control: The Contractor shall be responsible for controlling and containing dust or protecting the Parking Garage, surrounding areas and occupants from dust migration.
 - 1. All chutes for refuse, trash storage or transportation containers, and the like shall be covered or contained to prevent the dissemination of dust.
 - 2. Contractor shall prevent all dust, sand, water, or other foreign elements generated by the work from exiting the work areas by taking appropriate precautions. Such precautions shall include, but not be limited to, covering all vents, louvers, or openings, and sealing open joints or seams in adjacent walls or windows. If openings cannot be sealed for special reasons or dust cannot be contained or eliminated at the source, Contractor shall not proceed until receiving instructions from the Engineer.
 - 3. Provide dust-proof enclosures for protection around the work areas. Use wet cutting methods or equipment with vacuum assisted dust filters where possible to reduce dust generated by the Work.
- B. Noise Control: Contractor is responsible for complying with all local noise control regulations and keeping the noise to a minimum so as to limit disruptions. Contractor to coordinate noise-generating activities with Public Service Commission to help avoid work stoppages due to excessive noise.
 - 1. Execute Work as quietly as practicable to avoid unnecessary disturbances to occupants of adjacent premises.
 - 2. High-level noise operations must be performed in accordance with local regulations and must be approved by Public Service Commission prior to proceeding.
 - 3. Loud noise which causes disturbance to surrounding areas must be controlled and coordinated in advance with the Public Service Commission.
 - 4. Hearing protection must be provided for workers and all visitors to the Project Site in accordance with OSHA requirements.
- C. Security Control: Contractor is responsible for conducting operations in a manner to avoid risk of loss, theft, or damage by vandalism.
 - 1. Provide security and facilities to protect Work and existing premises from unauthorized entry, vandalism, and theft.
 - 2. The Contractor shall lock all toolboxes and secure moveable equipment with chains or otherwise to prevent theft.

- 3. All hazardous materials shall be kept in a secured area to prevent access by the public.
- D. Traffic Control: Load and unload trucks only in areas approved by the Public Service Commission.
 - 1. Trucks leaving the site with loose debris shall be loaded, covered, and protected in a manner that will prevent dust emissions or debris falling from the truck. Contractor must comply with local regulations for covering trucks for dust control.
 - 2. Soils tracked onto adjoining roadways by truck will be cleaned at the end of each business day.
 - 3. Limit deliveries to the Project Site to hours provided in Section 01 14 00 "Work Restrictions & Use of Site."
- E. Vibration Control
 - 1. Vibration must be limited during the execution of the work.
 - 2. Vibrations which cause disturbance to surrounding areas, must be controlled and coordinated in advance with the Public Service Commission.

1.11 FIRE PROTECTION

- A. Contractor shall maintain clear access to all sprinkler locations throughout the interior of the building. Installation of temporary controls, barriers, shoring, or scaffolding shall in no way impede the ability of the sprinkler system to effectively provide fire protection to the adjacent areas.
- B. Contractor shall provide and maintain access to fire hydrants and keep all hydrants free of obstructions.
- C. Contractor shall provide and maintain adequate fire protection in the form of fire extinguisher or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of work.
 - 1. A fire extinguisher shall be located in each storage and construction shed.
- D. Existing Fire Hose Connections: The connection shall be accessible at all times by Fire Department personnel. Materials and debris shall not be stored in front of the connection, thus preventing access. The Contractor shall coordinate access procedures with the Fire Marshall.
- E. Gasoline and other flammable liquids shall be stored and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Public Service Commission
- F. Torch-cutting and welding operations performed by Contractor or Subcontractors shall have approval of Public Service Commission before such work is started, and chemical extinguisher shall be available at location where such work is in progress.
 - 1. Hot work permit is required prior to execution of any torch-cutting or welding operations.

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- G. Open fires will not be permitted in or about the premises.
- H. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.

PART 2 - PRODUCTS

2.01 TEMPORARY MATERIALS AND EQUIPMENT

- A. General:
 - 1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
 - 2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.
- B. Fire Extinguisher
 - 1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguisher at locations of low potential for either electrical or grease-oil flammable liquid fires; provide Type ABC dry chemical extinguisher at other locations; comply with recommendations of NFPA No. 10. Post local fire department call number on each telephone instrument at project site.
 - a. Keep fire extinguisher in operating condition at all times.

2.02 TEMPORARY STORAGE AREAS

- A. Provide fabricated storage areas sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from structures.
 - 2. Exterior materials shall be weather resistant and finished in a color acceptable to the Public Service Commission.

2.03 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide and maintain temporary sanitary facilities and enclosures within construction barrier. The toilets shall be serviced as needed but not less frequently than once every two weeks.

2.04 TEMPORARY DIRECTIONAL SIGNAGE

- A. Directional signage to be installed to alert pedestrians to alternate egress routes through the garage due to construction operations.
 - 1. Directional signs shall comply with Section 703 of the Americans With Disabilities Act (ADA) "Standard for Accessible Design" and the following:
 - a. Sign shall be illuminated as required by Section 1013 of 2015 IBC.

- b. Characters shall be black on white background.
- c. Characters shall be uppercase and sans serif font.
- d. Characters shall be no less than 1-3/4" in height to accommodate a 15' horizontal viewing distance.
- e. Characters and background shall have non-glare finish.
- f. Signs shall be installed a minimum of 48" above the finished floor.
- B. Directional signage to be installed to alert vehicle traffics to alternate traffic through the garage due to construction operations.

PART 3 - EXECUTION

3.01 PROTECTION OF INSTALLED WORK

- A. Protect installed Work in a manner to prevent damage from construction operations.
- B. Provide special protection as detailed in individual Specification sections.
- C. Provide temporary and removable materials for protection of installed products and to control activity in the immediate Work area to minimize damage.
- D. Protect finished Work from damage, defacement, stains, scratches, and wear.
- E. Prohibit traffic on lawn and landscaped areas.

3.02 PROTECTION OF ADJACENT WORK

- A. Protect adjacent Work in a manner to prevent damage from construction operations.
- B. Provide special protection as detailed in individual Specification sections.
- C. Provide temporary and removable materials for protection of installed adjacent products and to control activity in the immediate Work area to minimize damage.
- D. Protect finished adjacent Work from damage, defacement, stains, scratches, and wear.

3.03 TEMPORARY INSTALLATION

- A. Install, maintain, and operate temporary utilities and services to ensure continuous operation. Modify and extend systems as Work progresses.
- B. Access Provisions: Contractor shall provide ramps, stairs, ladders, and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

3.04 STORAGE

A. Installation of temporary storage to be coordinated with installation of temporary construction barriers. Storage room cannot be fabricated until temporary construction barriers are in place.

B. Do not load any area of the garage with weight that will endanger the structure.

3.05 CLEANING, REMOVAL AND RESTORATION

- A. Remove all temporary above grade or buried utilities, equipment, facilities, controls, and materials prior to Substantial Completion inspection.
- B. Repair damage caused by installation or use of temporary work.
- C. Restore existing facilities and equipment used during construction to original condition. Restore permanent facilities and equipment used during construction to specified condition.

END OF SECTION 01 50 00

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes:
 - 1. Temporary Barriers, to include the following:
 - a. Construction Fence at Contractor Laydown Areas
 - b. Construction Barrier at Work Areas.

1.03 SUBMITTALS

A. General: Construction barrier layout and product information.

PART 2 - PRODUCTS

2.01 TEMPORARY MATERIALS

- A. General
 - 1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
 - 2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.
 - 3. Due to the project site, all temporary materials must be aesthetically pleasing and free from defects that would detract from the significance and aesthetics of the building.
- B. Chain-Link Fence: For exterior construction fence
 - 1. Galvanized steel chain-link fence fabric of 11-gauge wire. Minimum height of eight (8) feet unless otherwise approved by Public Service Commission.
 - 2. Frame: 1-5/8" diameter, 40 weight frame, 8'-0" height, 12'-0" length maximum. Posts: 1-5/8" diameter, 40 weight, embedded 5" into concrete blocks.
 - 3. Concrete Blocks: 4000 psi minimum, 1'6" square, 5" thick.
 - 4. Accessories: Hog ring ties, panel clamps, and other accessories for a complete fence system.

- a. Construction Barrier Screen:
 - i. Provide privacy screen constructed with high density polyethylene that is UV stable and can be secured to temporary construction fencing.
 - aa. Minimum shade percentage: 85%
 - bb. Color: Forest Green, or as requested by the Public Service Commission.
 - ii. Accessories:
 - aa. Attachments for securing screen to construction fence. Secure at intervals in accordance with screen manufacturer.
- C. Temporary Construction Barrier:
 - 1. Enclosure Sheet: Plastic sheet or equal
 - 2. General temporary material as indicated in Section 2.01 can be used to support the sheets.

PART 3 - EXECUTION

3.01 COORDINATION

A. Installation of temporary barrier and protection to be coordinated with the Public Service Commission.

3.02 TEMPORARY CONSTRUCTION BARRIER

- A. Contractor shall install temporary construction barrier to enclose the work area from public access.
- B. The temporary barrier shall be relocated as work progresses in accordance with phasing plan.
- C. Directional signage shall be installed to alert pedestrians and vehicle traffics to alternate traffic through the garage due to construction operations.

3.03 CLEANING, REMOVAL AND RESTORATION

- A. Remove all temporary above grade or buried utilities, equipment, facilities, controls, and materials prior to Substantial Completion inspection.
- B. Repair damage caused by installation or use of temporary work to the satisfaction of the Engineer and Public Service Commission.
- C. Restore existing facilities and equipment used during construction to original condition. Restore permanent facilities and equipment used during construction to specified condition to the satisfaction of the Engineer and Public Service Commission.

END OF SECTION 01 56 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This section includes the following subjects:
 - 1. General Product Definitions and Requirements
 - 2. Quality Assurance
 - 3. Manufacturer's Instructions
 - 4. Transportation and Handling
 - 5. Storage and Protection
 - 6. Product Warranties
 - 7. Product Options
 - 8. Existing Products
 - 9. New Products
 - 10. Comparable Products
 - 11. Conflicting Requirements
- 1.03 RELATED SECTIONS
 - A. Section 01 31 00 "Project Management and Coordination"
 - B. Section 01 33 00 "Submittal Procedures"
 - C. Section 01 77 00 "Closeout Requirements"
- 1.04 DEFINITIONS
 - A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of the date of the Contract Documents.

- 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
- 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Public Service Commission.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Public Service Commission.
- 1.05 GENERAL
 - A. Work included: All materials incorporated into the project shall conform to the applicable specifications and standards and shall be of the size, type and quality specified.
 - B. Material and equipment shall not be used for any purpose other than that for which it is designed or specified.
 - C. Related requirements specified elsewhere:
 - 1. Submittal requirements for Shop Drawings, product data and samples are included under Section 01 33 00 "Submittal Procedures."
 - 2. Products requiring submittals are included in each specification section.

1.06 QUALITY ASSURANCE

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

- B. Engineer's Approval: Wherever the terms "or equal", "or approved equal", or "or approved" are used in specifying products or naming manufacturers in the various specification sections, the Engineer is the sole judge of equality and acceptability of products and manufacturers submitted as equals to the specified products and manufacturers.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or where required for observation after installation, on an accessible surface that is not conspicuous.

1.07 MANUFACTURER'S INSTRUCTIONS

- A. Unless otherwise specified, the installation of any component of the Work shall comply with requirements of the manufacturer's most currently published instructions. Obtain and distribute copies of such instructions to all parties involved in the installation, including one (1) copy to the Engineer. Maintain one (1) set of complete instructions at the job site during installation and until completion and acceptance of the work.
 - 1. Submit electronic copies in electronic PDF format to the Engineer in accordance with Section 01 31 00 "Project Management and Coordination."
- B. Handle, install, clean, condition, and adjust material in strict accordance with the manufacturer's printed instructions and in conformity with the specified requirements.
- C. In the event that job conditions or specified requirements conflict with the manufacturer's printed instructions, consult with the Engineer before proceeding with the work.
 - 1. Do not proceed with the installation until all conflicts have been resolved, or without clear instructions.
- D. Perform all work in strict accordance with the manufacturer's printed instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.08 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of material in accordance with construction schedules.
 - 1. Coordinate delivery so as to avoid conflict with the Work and with conditions at the site.
 - 2. Coordinate delivery in order to minimize site storage time and potential damage to stored materials.

- 3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 4. Coordinate delivery to avoid disruptions and interruptions of building operations.
- B. Transport and handle products in accordance with manufacturer's instructions. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Upon delivery, promptly inspect all shipments to assure compliance with the requirements of the Contract Documents and approved submittals and that the material that has been delivered is undamaged and properly protected.
- E. Identification or products: Materials shall be delivered in unbroken crates, boxes, cans, and similar packages and shall bear the manufacturer's name, brand designation, or similar markings for convenient field checking. Any such articles that are not easily identifiable or show indication of possible adulteration will be rejected at the discretion of the Engineer whose decision shall be final.
- F. Provide equipment and personnel to handle the material by methods that will prevent soiling or damage to the products or the packaging.
- G. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

1.09 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store materials in strict accordance with the manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weather-tight enclosures. Maintain temperature and humidity within the range required by the manufacturer's instructions.
 - 1. Store materials in a secure area such that they cannot be tampered with.
- C. Exterior storage:
 - 1. Store products above the ground, on blocking or skids, so as to prevent soiling or staining. Cover products that are subject to deterioration with watertight sheet coverings; provide adequate ventilation to prevent condensation.
 - 2. Store loose granular materials in a well-drained area on a solid surface to prevent mixing with foreign matter.
 - 3. Prevent contact with material that may cause corrosion, discoloration, or staining.

- 4. Store materials in a secure area such that they cannot be tampered with.
- D. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials to assure that they are maintained under specified conditions, free from damage deterioration.
- E. Protection after installation:
 - 1. Provide substantial coverings as necessary to protect the installed material from damage as a result of traffic or subsequent construction operations.

1.10 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and proper1y executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Technical Divisions for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Requirements."

1.11 **PRODUCT OPTIONS**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Public Service Commission and Engineer reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," the Public Service Commission or the Engineer will make selection.

- 5. Where products are accompanied by the term "match sample," sample to be matched is approved sample panel.
- 6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article in this Section to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
 - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with all specified requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

- 7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
- 8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
- 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches existing materials or approved sample panel. Engineer and Public Service Commission's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
- 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
- 11. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Public Service Commission will select color, pattern, or texture from manufacturer's product line that does not include premium items.
- 12. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Public Service Commission will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

1.12 EXISTING PRODUCTS

A. Many existing products or materials are indicated to remain in place, and work covered by the Contract Documents will be installed over or connected to such remaining existing products or materials. Where existing products or materials are to remain, they shall be inspected and repaired as needed prior to installing new products or materials over or adjacent to the remaining existing products or materials.

- B. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Public Service Commission, or otherwise indicated as to remain the property of the Public Service Commission, become the property of the Contractor and should be properly remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

1.13 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

1.14 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Public Service Commission, if requested.
 - 5. Samples, if requested.

1.15 CONFLICTING REQUIREMENTS

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

PART 2 - PRODUCTS

NOT USED.

West Virginia Public Service Commission Parking Garage Rehabilitation Project

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 60 00

SECTION 01 73 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work as well as providing the necessary labor, materials, tools, equipment, and services to execute the following:
 - 1. Construction layout
 - 2. Installation of the Work
 - 3. Progress Cleaning
 - 4. Protection of Installed Work
 - 5. Correction of the Work
 - 6. Final Cleaning

1.03 RELATED SECTIONS

- 1. Section 01 31 00 "Project Management and Coordination"
- 2. Section 01 32 00 "Construction Progress Documentation"
- 3. Section 01 74 00 "Cleaning and Waste Management"

1.04 SUBMITTALS

A. Comply with individual specification sections for each qualifications, certificates, product information, installation procedures, warranties, and other requirements as specified.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in individual specification sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Engineer, and the Public Service Commission for the visual and functional performance of

in-place materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Furnish location data for work related to Project that must be performed by public or Public Service Commission utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations and produce Field Condition Report per Section 01 32 00 "Construction Progress Documentation."
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- E. Examine walls, floors, and other surfaces for suitable conditions where products and systems are to be installed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Do not install, order, or fabricate any material or product without prior approval of all required and related submittals.
- B. Existing Utility Information: Furnish information to Public Service Commission that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving occupied facilities unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Do not proceed with utility interruptions without Public Service Commission's written permission.

- D. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- E. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- F. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit an RFI to Engineer in accordance with Section 01 31 00 "Project Management and Coordination." Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents if necessary.
- G. Clean substrate with compatible material that is non-detrimental to surfaces prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 CONTRACTOR LAYOUT

A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing benchmarks. If discrepancies are discovered, notify Engineer immediately.

3.04 INSTALLATION OF THE WORK

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level unless otherwise noted.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.

- 2. Allow for structure movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- I. Temporary Support: Provide temporary support of work to be cut.
- J. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- K. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01.
- L. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.05 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- B. Conduct as required by Section 01 74 00 "Cleaning and Waste Management."

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual Specification Sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed surfaces until materials have sufficiently cured in accordance with recommendations from manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.07 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.08 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal, state, and local environmental and antipollution regulations.
- B. Conduct as required by Section 01 74 00 "Cleaning and Waste Management."

END OF SECTION 01 73 00

SECTION 01 73 10

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section

1.02 SUMMARY

- A. This section includes general provisions for the cutting and patching necessary to conduct the Work.
- B. This section includes additional field investigation support to be provided to the Engineer to verify existing conditions prior to executing indicated repairs. The Contractor shall be responsible to verify existing conditions prior to installing shoring and executing indicated and required repairs.
- C. Demolition of selected portions of the building for alterations is included in Section 02 41 19 "Selective Demolition."

1.03 RELATED SECTIONS

- A. All Administrative and Technical Sections of the Project Manual.
- 1.04 DEFINITIONS
 - A. Cutting: The removal of existing construction necessary to permit the installation or performance of other Work.
 - B. Patching: The fitting and repair work required to restore surfaces to original or existing conditions after installation of other Work.

1.05 SUBMITTALS

- A. General: Prior to execution of any cutting and patching, submit the following to the Engineer and Public Service Commission for review and approval:
 - 1. Preconstruction Photographs: Shall be submitted prior to beginning selective demolition in accordance with Section 01 32 33 "Photographic Documentation."
 - a. Damage to any materials which are to remain or be reinstalled will be assumed to have occurred as a result of Construction unless properly documented prior to construction. Such damages shall be corrected by the Contractor at no additional cost to the Public Service Commission.
 - 2. Site Use Plan: In accordance with Section 01 50 00 "Temporary Facilities and Controls."

- 3. Safety Plan: In accordance with Section 01 50 00 "Temporary Facilities and Controls."
- 4. Cutting and Patching Schedule: Provide schedule of materials to be removed and salvaged; materials to be salvaged, stored, and reinstalled; materials to be removed and discarded; and materials to remain. Indicate dates and times when cutting and patching is to be performed. Describe the extent of cutting and patching required and proposed methods for each type of substrate.
- 5. Shoring Plan: In accordance with this section, Contractor shall submit a plan, stamped by an engineer licensed in the State of West Virginia. Shoring Plan shall meet the requirements shown in the Contract Drawings. Contractor shall submit Shoring Plan for approval by Engineer.
 - a. The Shoring Plan shall include scaled and dimensioned shop drawings, indicating:
 - i. The post shore model number or type and manufacturer,
 - ii. Member size and type if standard post shores are not utilized,
 - iii. All materials and miscellaneous members to be installed,
 - iv. Rated load capacity,
 - v. Maximum unbraced length for rated load capacity,
 - vi. Minimum and maximum length,
 - vii. The sections used for bracing,
 - viii. The lengths of bracing members,
 - ix. Locations of bracing attachment along height of shoring,
 - x. Details for the bracing to post shore connection
 - xi. Details for the bracing to exterior masonry wall connection, and
 - xii. Locations of shoring bearing points.
 - b. Submit a letter signed by the shoring manufacturer indicating that the shoring provided is adequate to be used in the manner depicted in the Shop Drawings.
 - i. Manufacturer's signed letter shall indicate the post shore model number or type and the load capacity at the heights indicated in the Drawings.
 - c. Means of shoring: Contractor shall submit a write-up or schematic indicating the means of transporting the shoring system and installing the shoring system.

- d. Erection sequence: Contractor shall submit an erection sequence write-up prior to extending the shoring posts and transferring the load from the existing concrete members to the shoring. Any damage to the structure resulting from uneven of otherwise improper jacking or installation shall be repaired by the Contractor to the satisfaction of the Public Service Commission at no additional cost.
- e. Protection plan for adjacent surfaces: Contractor shall submit a protection plan for adjacent surfaces and indicate manner in which Contractor intends to protect these elements for the duration of the shoring set-up and use at each location.
- f. Contractor is advised that, given the height and required capacity of the shoring post, a specialty fabricated shoring post may be required. Contractor shall bear the full costs of shoring, regardless of availability of shoring systems.
 - i. Contractor shall field verify all dimensions and condition of bearing locations before submitting shop drawings.
 - ii. Fabrication of specialty post shores, if required, shall not begin until shop drawings have been approved by the Engineer.
- g. Contractor shall not change shoring system during the course of the Work without prior written consent of the Engineer.
- h. Contractor has the option to submit an alternate Shoring Plan for approval by the Engineer.
- i. Approval of Shoring Plan does not permit deviation from requirements of Drawings or these Specifications unless otherwise indicated in writing.

1.06 QUALITY CONTROL

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching procedures before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Structural deck.
 - f. Lintels.
 - g. Miscellaneous structural metals.

- h. Stairs.
- i. Equipment supports.
- j. Piping, ductwork, vessels and equipment.
- k. Structural systems of other construction.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reduced capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 - 1. Obtain approval of the cutting and patching procedures before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Electrical wiring systems.
 - j. Conveying systems.
 - k. Operating systems of other construction.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Public Service Commission's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
 - 1. Retain the original installer or fabricator to cut and patch exposed work if the original installer or fabricator is identified in the Contract Documents or is known to the Contractor and is available for the work.
 - 2. If it is not possible to engage the original installer or fabricator, engage a Specialist who is specifically experienced in the work.
 - 3. The cutting and patching procedures plan shall include but not necessarily be limited to work required at the following visual elements.
 - a. Exterior concrete members
 - b. Roof parapet walls

D. Dust Control: Comply with requirements for control of dust and dirt as included in Division 1 Section 01 50 00 "Temporary Facilities and Controls."

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other sections of the Project Manual or indicated on the Drawings.
- B. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 EXAMINATION OF CONDITIONS PRIOR TO DEMOLITION

- A. Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Notify the Public Service Commission if hazardous materials are encountered and do not proceed with work until hazardous conditions are abated.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. After uncovering the work, inspect conditions affecting the installation of new products.

3.02 SITE PROTECTION

- A. Install pedestrian protection and signage in accordance with Section 01 50 00 "Temporary Facilities and Controls" and the approved Site Use Plan.
 - 1. Coordinate and allow time and access for inspection of West Virginia State Fire Marshal, Public Service Commission, and Engineer prior to continuing with the Work.
- B. Provide, shoring, bracing, and support as required in accordance with Section 02 15 00 "Shoring."

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Cut through concrete and masonry using a cutting machine such as a diamond blade saw or diamond core drill.
 - 3. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.04 CLEANING

A. Cleaning of the site and work area shall be performed on a daily basis in accordance with specification Section 01 74 00 "Cleaning and Waste Management."

END OF SECTION 01 73 10

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

A. The work shall consist of providing the necessary labor, material, tools, equipment, and services for and reasonably incidental to cleaning work specified.

1.03 RELATED SECTIONS

A. Section 01 77 00 – "Closeout Procedures"

1.04 GENERAL REQUIREMENTS

- A. Maintain the premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations.
- B. Whenever a work area is returned to the Public Service Commission for use, the work area as well as adjacent areas on each side shall be free of construction debris.
- C. At completion of the Work, remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus material; and clean all exposed surfaces. Leave the project clean and ready for occupancy.
- D. Maintain the project in accordance with the requirements of the Federal Occupational Safety and Health Act, and all rules and regulations pursuant to the Act.
- E. Hazard control:
 - 1. Store volatile or flammable waste, such as mineral spirits, oil, oily rags, paint rags, paint cans, paint thinner, and other potentially hazardous refuse, in covered metal containers.
 - 2. Do not permit the accumulation of waste materials and debris on the premises.
- F. Conduct all cleaning and disposal operations in compliance with all local laws and ordinances and anti-pollution laws.
- G. Burning or burying of debris, rubbish, or other waste materials on the premises will not be permitted.
- H. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

1.05 SUBMITTALS

A. Submit the name and location of an approved disposal site for wastes to the authorized representative of the Public Service Commission.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. On surfaces to be cleaned, use only the cleaning material or agent recommended by the manufacturer or fabricator of the surface to be cleaned.
- B. Do not use cleaning agents on surfaces other than those recommended by cleaning agent manufacturer.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

- A. General: Maintain Project site and work areas free of waste materials and debris. Execute cleaning in such a manner to ensure that the building, premises, and public and adjacent properties are maintained free from accumulation of debris, waste materials, and rubbish. Handle waste materials, debris, and rubbish with as few handlings as possible. Do not drop or throw debris from heights. Clean work areas on a daily basis.
- B. Provide suitable closed containers, as approved, on site and in sufficient quantity and capacity to provide safe storage of rubbish and debris until disposal.
 - 1. Remove waste materials, debris, and rubbish from the site and dispose of legally at an approved public or private dumping area.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 3. Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations do not fall on wet or freshly waterproofed, painted, or otherwise uncured surfaces.
- D. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- E. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- F. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- G. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- H. Exposed Surfaces: Clean exposed surfaces. Protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- I. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- J. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- K. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- L. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- M. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures and humidity.
 - 4. Thermal shock.
 - 5. Pollution and air contamination.
 - 6. Water or ice.
 - 7. Chemicals and solvents.
 - 8. Light.
 - 9. Radiation.
 - 10. Puncture.
 - 11. Abrasion.
 - 12. Heavy traffic.
 - 13. Soiling, staining, and corrosion.
 - 14. Bacteria.

- 15. Rodent and insect infestation.
- 16. Combustion.
- 17. Electrical current.
- 18. High-speed operation.
- 19. Improper lubrication.
- 20. Unusual wear or other misuse.
- 21. Contact between incompatible materials.
- 22. Destructive testing.
- 23. Misalignment.
- 24. Excessive weathering.
- 25. Unprotected storage.
- 26. Improper shipping or handling.
- 27. Theft or vandalism.

3.02 FINAL CLEANING

- A. Coordinate final cleaning with other requirements for project completion in Section 01 77 00 "Closeout Procedures."
- B. Cleaning: Employ experienced workers for final cleaning. Clean each surface or unit to condition expected in an average commercial parking garage cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. General: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Sweep concrete floors broom clean in unoccupied spaces.
 - d. Rake grounds that are neither planted nor paved to a smooth, eventextured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirtfree condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces

- g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- h. Remove labels that are not permanent.
- i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- j. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 1. Replace parts subject to unusual operating conditions.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters, and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction.
- p. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Capitol Complex property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 74 00

SECTION 01 77 00

CLOSEOUT PROCEDURE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.03 RELATED SECTIONS

- A. Section 01 29 00 "Payment Procedures"
- B. Section 01 74 00 "Cleaning and Waste Management"
- C. Section 01 78 23 "Operation and Maintenance Data"
- D. Section 01 78 39 "Project Record Documents"
- 1.04 SUBMITTALS
 - A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
 - B. Certified List of Incomplete Items: Final submittal at Final Completion.
- 1.05 SUBSTANTIAL COMPLETION PROCEDURES
 - A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
 - B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting building occupants' unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

- 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
- 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
- 5. Notify Public Service Commission of changeover related to building occupants' occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Public Service Commission of changeover in utilities, as applicable, such as water, electrical, or mechanical systems.
 - 2. Terminate and remove temporary facilities from Project site, along with temporary protection, construction tools, and similar elements.
 - 3. Complete final cleaning requirements.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit Final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit Operations and Maintenance and Product Maintenance Manuals in accordance with Section 01 78 39 "Operation and Maintenance Data."
 - 5. Submit Project Record Documents in accordance with Section 01 78 39 "Project Record Documents."
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

- B. Submit list of incomplete items in the following format:
 - 1. PDF electronic file. Engineer will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Perform final cleaning in accordance with Section 01 74 00 "Cleaning and Waste Management."

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Product maintenance manuals.

1.03 RELATED SECTIONS

- A. Section 01 77 00 "Closeout Procedures"
- B. Section 01 78 39 "Project Record Documentation"

1.04 SUBMITTALS

A. Product Maintenance Manuals: Product maintenance manual to be submitted for each finish product submitted to provide Public Service Commission with detailed instructions on cleaning and maintenance of such product.

PART 2 - PRODUCTS

2.01 MANUALS, GENERAL

- A. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file.
 - a. Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - b. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - 2. Paper Submission: Submit three (3) paper copies, if requested by the Public Service Commission. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
 - a. Binders: Heavy-duty, three-ring, vinyl-covered binders, in thickness necessary to accommodate contents, sized to hold 8-1/2" by 11" paper; with clear plastic sleeve on spine to hold label describing

contents and with pockets inside covers to hold folded oversize sheets.

- i. Identify binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
- b. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
- c. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
- d. Supplementary Text: Prepared on 8-1/2" by 11" white bond paper.
- e. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - i. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - ii. Avoid placing loose, oversize drawings in binder pockets. Use reduced drawings or place folded drawings in labeled envelopes bound in manual.
 - iii. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- 3. Consider other special requirements, such as using photographs instead of drawings, to demonstrate unusual installations.
- B. Organization: Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.

- 5. Name and contact information for Contractor.
- 6. Name and contact information for Engineer.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: As required by each individual Specification Section requiring either operation and maintenance manual or product maintenance data.

2.02 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance, including servicing of drainage systems and maintenance of joint sealants
 - 5. Snow removal procedures, including specific requirements for removal at areas of deck coating.
 - 6. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work, and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and to illustrate control sequence. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Section 01 78 39 "Project Record Documents."
- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings and Specifications.
 - 2. Record Product Data.
 - 3. Miscellaneous Record Submittals.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures"
 - 2. Section 01 78 23 "Operation and Maintenance Data"

1.03 SUBMITTALS

- A. Record Drawings and Specifications to include all Shop Drawings: Comply with the following:
 - 1. Number of Copies:
 - a. Submit one (1) full-sized (24" x 36") set of marked-up record prints.
 - b. Submit Digital Record of Drawings in PDF electronic format
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual in accordance with Section 01 78 23 "Operations and Maintenance Data."

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS AND SPECIFICATIONS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where

installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Accurately record information in an acceptable drawing technique.
- c. Record data as soon as possible after obtaining it.
- d. Record and check the markup before enclosing concealed installations.
- e. Cross-reference record prints to corresponding archive photographic documentation.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Revisions to routing of piping and conduits.
 - d. Revisions to electrical circuitry as it relates to winch installation.
 - e. Locations of original elements and finishes left in place as a historical record.
 - f. Locations of unit price work.
 - g. Locations of concealed internal utilities.
 - h. Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Engineer's written orders.
 - j. Clarifications to Contract Documents from RFIs.
 - k. Details not on the original Contract Drawings.
 - 1. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.

- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings and Specifications, as follows:
 - 1. Format: Same digital data software program, version, and operating system as the original Contract Documents.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 4. Refer instances of uncertainty to Engineer for resolution.

2.02 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.03 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as a PDF electronic file.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

A. Recording: Maintain one (1) copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record

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documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

3.02 COORDINATION

A. Coordinate submission of Record Documents with other requirements for project completion outlined in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 78 39

SECTION 02 07 50

CONCRETE REMOVAL – MECHANICAL IMPACTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Work included in this section:
 - 1. Furnish all material, labor, and equipment necessary to perform concrete demolition using mechanical impact methods.
 - 2. Provide temporary supplemental support of the existing construction, shoring, and protection of adjacent areas.

1.03 LIMITATIONS

- A. Concrete Removal by mechanical impact shall be permitted at repair areas indicated on the Contract Drawings at double tee surfaces (decks), double tee soffits, double Tee webs, beams, columns and other areas identified for repair. Concrete removal by hydrodemolition shall not be permitted.
- B. The existing elevated double tee beams contain bonded prestressed strands. The existing inverted tee girders supporting elevated double tee beams contain bonded prestressed strands. Extreme caution shall be used when drilling, cutting, chipping or coring is to be executed by the Contractor. All such activities shall be cleared by ground penetrating radar or X-ray. The Contractor shall be responsible for repair of the prestressing system components damaged by the Contractor's negligence.

1.04 STANDARDS

- A. Guideline No. 310.1R-2008, "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion", International Concrete Repair Institute.
- B. Guideline No. 310.2R-2013, "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair," International Concrete Repair Institute.
- C. Guideline No. 210.3R-2013, "Guide for Using In-Situ Tensile Pulloff Tests to Evaluate Bond of Concrete Surface Materials," International Concrete Repair Institute.
- D. ASTM C1583/C1583M-120"Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method)."
- E. OSHA 29 CFR 1926.1153 "Respirable Crystalline Silica"

1.05 QUALIFICATIONS

A. Concrete demolition shall be performed by a firm with a minimum of five (5) years' experience removing concrete from selected areas of cast-in-place or precast, reinforced concrete, and prestressed concrete structures using the type of equipment specified for this work.

1.06 PRECONSTRUCTION CONFERENCE

A. Prior to starting concrete demolition, the Contractor, Engineer, and Public Service Commission shall meet to review procedures and special requirements. The Contractor's superintendent or foreman for the demolition work shall attend the meeting.

1.07 SUBMITTALS

- A. General: Provide submittals outlined in Section 02 41 19 Selective Demolition and the following specific to concrete removal.
- B. Sequence and Phasing Plan. Contractor shall submit phasing plan showing areas of work, staging areas and project scheduling. Plan shall indicate the dates each parking space will not be available for the public use.
- C. Shoring. Submit as delineated in Specification Section 02 15 00 Shoring.
- D. Dust and Debris Control. Submit an outline of the program, which will be utilized by the Contractor to control and collect the dust and debris generated by the demolition process. Contractor shall supply fans and filter systems as required to prevent construction dust from entering the occupied areas of the garage or station. Plans for controlling dust conforming to OSHA CFR 1926.1153, debris and waste water runoff shall be submitted to the Public Service Commission and/or Engineer for approval.

1.08 SAMPLE DEMOLITION

- A. Prior to beginning work, perform a sample demolition in a trial section of 25 sq. ft. selected by Engineer. The sample demolition shall demonstrate that the equipment, personnel, and methods of operation are capable of producing results meeting the Contract Documents and satisfactory to the Public Service Commission and Engineer.
- B. Use the actual equipment proposed for the work including equipment used to locate prestressing tendons.
- C. Provide dust and debris control as required for the remainder of the project.
- D. Clean the debris from the work area.
- E. Obtain the Engineer's and the Public Service Commission's approval before proceeding with the balance of the work.

1.09 PROJECT CONDITIONS

A. Worker Protection. Comply with all federal, state and local requirements.

- 1. Workers shall wear hard hats, eye and ear protection. Provide respiratory protection for workers when required.
- 2. The Contractor shall keep a supply of disposable earplugs and respiratory protectors available at the site for use by the Public Service Commission and Engineer.
- 3. The demolition area shall be completely protected and cleared of all nonessential workmen and equipment during operation of mechanical impact equipment.
- B. Protection of Adjacent Areas.
 - 1. Waterways:
 - a. The Contractor shall coordinate protection of streams and waterways with federal, state and local jurisdictions and the Public Service Commission.
 - b. The Contractor is responsible for obtaining the proper permits from federal, state and local jurisdictions for working in and around waterways.
 - c. The Contractor shall provide all staging, protection, sheeting, shoring, debris collection devices and other materials and/or labor or equipment required to properly protect streams and waterways.
 - 2. Sidewalks. Except when approved by the Public Service Commission, the Contractor shall not block sidewalks.
 - 3. Pedestrian walkways.
 - a. The Contractor shall make provisions for pedestrian walkways when required by the work. Walkways shall be properly barricaded, have overhead protection if needed, be adequately lighted and marked to provide safe passage for the public.
 - b. Provisions must be made for access by the handicapped if the existing walkway or sidewalk is handicapped accessible. Temporary handicapped parking spaces shall be provided when existing handicapped spaces are taken out of service for repairs.
- C. Controlling Dust and Debris.
 - 1. The Contractor shall install all protection required to comply with OSHA CFR 1926.1153, the Contract Documents, state, federal and local jurisdictions and to protect adjacent areas from dust and flying debris prior to beginning demolition.
 - 2. All protection shall be secured and braced to withstand blowing wind, passing vehicles, or other normal loads imposed on the protection.
 - 3. Use vacuum dust recovery systems for all cutting of concrete elements.
- D. Controlling Waste Water Runoff.

- 1. The Contractor is responsible for controlling wastewater runoff and collection of debris and sediment. The Contractor must take proper precautions to keep water from entering steams, waterways and/or storm water sewers.
- 2. The Contractor is responsible for repairing damage caused by water infiltration from the work.
- E. Exhaust Fumes. The Contractor shall ensure that the level of equipment exhaust fumes, such as air compressors or portable generators, is within acceptable limits.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Concrete Breakers. Pneumatic, hydraulic, or electric concrete breakers or chipping hammers are generally acceptable. Only the minimum size of breaker needed to remove the concrete shall be used. Pneumatic hammers larger than 30 lb. nominal size are not acceptable for removal of concrete. Only 15 lb. or smaller hammers shall be used for detailed demolition at reinforcing bars, pre-tensioned strands and demolition at repair perimeters.
- B. Concrete Saws.
 - 1. Use of walk behind or hand held concrete saws is acceptable. Dry cutting without dust collection is not acceptable. Wet cutting or vacuum dust recovery systems shall be used.
 - 2. Prestressing system components must be located and depth of embedment verified prior to performing any saw cutting.
- C. Other Demolition Equipment. Use of equipment other than breakers of chipping hammers must be approved by the Engineer in writing prior to use on the Project. Concrete removal by hydrodemolition shall not be permitted.

PART 3 - EXECUTION

- 3.01 SHORING
 - A. Prior to the start of demolition in an area, shoring shall be installed by the Contractor. The shoring installation shall be reviewed by the Engineer and the Public Service Commission and approved prior to the start of demolition. Alternate shoring plans shall be submitted and approved under Section 02 15 00 Shoring, inspection procedures required under Section 02 15 00 shall be completed prior to the start of demolition.

3.02 UTILITIES

- A. General.
 - 1. Examine the work area to determine whether there are electrical conduits, utility lines, or other utilities embedment in the concrete, which may be damaged during demolition.

- 2. All utility lines, conduits, sprinkler lines and/or piping in work areas shall be temporarily supported and protected by the Contractor during the work.
- 3. Electrical components which are exposed during concrete removal and which require replacement, repair or relocation shall be brought to the attention of the Engineer. Provide electrical subcontractor services as required to repair, replace or relocate components as directed by the Engineer of Public Service Commission.

3.03 CONCRETE SOUNDING AND LAYOUT

- A. Contractor shall examine, sound, and layout the concrete repair areas as indicated in Contract Drawings and verify the general conformance of the repair areas in dimensions and locations.
- B. Chain dragging or hammer sounding can be used to locate the concrete delamination. Survey interval should be not greater than 12 inches on center.
- C. Notify Engineer immediately if an unforeseen condition is observed from the survey.
- D. Where concrete removal may result in exposure of pre-stressing strands, such as in stems of precast double tees, inverted tee beams, and other members, Contractor shall locate pre-stressing strands by nondestructive methods prior to concrete removal. Pre-stressing strands shall not be undercut without approval from the Engineer.

3.04 CONCRETE REMOVAL

- A. General.
 - 1. Removal of concrete and surface preparation shall conform to Guideline No. 310.1R-2008, "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion", International Concrete Repair Institute (formerly known as Guideline No. 03730).
 - 2. All concrete in areas designated for removal shall be removed to the limits indicated in the Contract Drawings.
 - 3. Removal of concrete beyond the limits indicated in the Contract Drawings shall have prior approval of the Engineer.
 - 4. Demolition shall not proceed in areas that are part of the same structural unit, not separated by isolation or expansion joints, or for 48 hours following placement of concrete on any level in that unit.
 - 5. All demolition debris and foreign materials shall be carefully removed from the repair areas and legally disposed off site.
- B. Top Surface of Elevated Double Tee Flanges. Repair areas shall be prepared with square edges and 90-degree or greater corners.
 - 1. Refer to Section 3.03 for concrete sounding and layout.

- 2. Removal shall start in the middle of the marked area and proceed outward towards the edges of the marked areas until sound concrete and un-corroded reinforcing steel is encountered.
- 3. After the limits of the concrete removal are determined, saw cut the perimeter of the patch area to produce a vertical edge cut of approximately 1/2"or less, as necessary, to avoid cutting the reinforcing bars, prestressing tendons or other embedded items. Patch perimeters with feathered edges are not acceptable.
- 4. Complete concrete removal to the edges of the repair area, taking care not to damage concrete beyond the repair area by chipping around the edges. Take care not to break the bond of reinforcing steel with the concrete outside of the repair area.
- 5. If the Contractor must extend the size of repair areas because careless chipping damages sound concrete or the bond of unoxidized reinforcement to the sound concrete, the repair area shall be enlarged until the disturbed concrete is completely removed at the Contractor's expense.
- C. Vertical and Overhead Surfaces.
 - 1. Patch areas shall be prepared with square edges and 90-degree or larger corners.
 - 2. Removal shall start in the middle of the marked area and proceed outward towards the edges of the marked areas until sound concrete and un-corroded reinforcing steel is encountered.
 - 3. After the limits of the concrete removal are determined, saw cut the perimeter of the patch area to produce a vertical edge cut of approximately 1/2"or less, as necessary, to avoid cutting the reinforcing bars, prestressing components or other embedded steel items. Patch perimeters with feathered edges are not acceptable.
 - 4. Complete concrete removal to the edges of the repair area, taking care not to damage concrete beyond the repair area by chipping around the edges. Take care not to break the bond of reinforcing steel with the concrete outside of the repair area.
 - 5. If the Contractor must extend the size of repair areas because careless chipping damages sound concrete or the bond of unoxidized reinforcement to the sound concrete, the repair area shall be enlarged until the disturbed concrete is completely removed at the Contractor's expense.
- D. Full Depth Demolition of Elevated Double Tee Flanges.
 - 1. Follow the same demolition procedure as for top surface of elevated double tee flanges.
 - 2. Provide the shoring and protection measure directly below the demolition area so as not to damage the area below and to catch the debris prior to removing concrete.

- 3. Saw cut edges are required for the top surfaces, but not required at the bottom surfaces. However, the bottom surface edges should be chipped square. No feathered edges are acceptable.
- E. Exposing and Undercutting Reinforcing Steel.
 - 1. Follow Specification Section 03 31 00 Concrete Repair.
 - 2. Prestressing strands shall not be undercut unless approved by the engineer.
 - 3. Detailing. Final detailing to remove all delaminated concrete and dress the edges shall be done with 15 lb. or smaller chipping hammers or with hand tools. Care shall be taken to prevent damage to sound concrete, prestressing system components and existing bonded reinforcing steel.
- F. Clean dust and debris from all areas of demolition prior to inspection by the Engineer.

3.05 QUALITY CONTROL INSPECTIONS

- A. Upon completion of the demolition and cleaning of dust and debris from the demolition areas, the Contractor's third party testing agency shall inspect the work to verify that all deteriorated or delaminated concrete has been removed, reinforcing steel is properly undercut, demolition has extended to un-corroded reinforcing steel and that all other requirements of this Section have been met. A punch list shall be generated and delivered to the Public Service Commission and Contractor. The Contractor shall resolve the punch list and the work shall be inspected by the Engineer to assure that the punch has been resolved. Punch list generation, Contractor work and re-inspection shall continue until approval is received from the Engineer.
- B. Inspection Reports shall be provided by the Engineer as required by Section 01 40 00, Quality Requirements.

END OF SECTION 02 07 50

SECTION 02 15 00 SHORING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 DESCRIPTION

- A. Contractor shall submit Shop Drawings for the temporary shoring shown in the Contract Drawings.
 - 1. Shoring information in the Contract Drawings is for information only and shoring design shall be required for inverted tee, concrete repairs.
- B. Shoring Plans: Shoring plans shall be submitted with design calculations and supporting data for review and approval by the Engineer. Shop Drawings and calculations shall be sealed by a Professional Engineer, licensed in the state of West Virginia. Shop drawings shall include all details and components required to construct the temporary shoring, design loadings, specifications, required inspection and testing, material specifications and procedures for erection.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The Contractor shall submit copies of product literature showing capacities and installation details for all shoring equipment.
- B. Previously used materials may be used if approved by the Public Service Commission. All previously used materials shall be designed with appropriate increase in factor of safety or decrease in design capacity to compensate for previous damage. The Contractor's Professional Engineer shall inspect and certify that previously used materials meet the requirements of the working drawings.

PART 3 - EXECUTION

3.01 SHORING INSTALLATION

A. Shoring shall be installed in accordance with the Shop Drawing submittals produced under Section 3.02. The shoring design shall assume a minimum construction live load of 50 psf. If construction equipment, construction sequence, or Contractor means and methods produce a construction live load in excess of 50 psf, shoring shall be designed by the Contractor under Section 3.02. No demolition shall proceed prior to review and approval of the shoring installation by the Engineer and Public Service Commission.

3.02 SHORING DESIGN REQUIREMENTS

- Design of Shoring components shall conform to accepted engineering practice. The minimum construction live load shall be 50 psf. Higher construction live loads shall be used if warranted by construction equipment, sequence, means and/or methods. If multiple level shoring is required, it shall be supplied and installed at no additional cost to the Public Service Commission.
- B. Design calculations shall be included for portions of the existing structure that will either directly or indirectly support the temporary shoring. As-built dimensions, materials, and conditions shall be based on the original plans and field verification by Contractor.
- C. If the temporary shoring is to be directly supported by the existing structure, connections shall be made by direct bearing or the use of suitable anchors. If mechanical anchors (wedge anchors, sleeve anchors, expansion shields, or similar proprietary anchors) or adhesive or epoxy resin anchors are used in the shoring, installation of the anchors shall be monitored by the Engineer. Inspection instructions shall be included in the submittal.
- D. Special Shoring. Special shoring required to support demolition equipment loads shall also be designed and submitted in accordance with this Section.
- E. The Designer of the shoring system shall attend a site meeting to be attended by the Public Service Commission, Engineer and Contractor to review the alternate shoring system requirements with the parties.

3.03 SHORING INSTALLATION CERTIFICAITION

A. A Professional Engineer registered in the state of West Virginia shall be retained by the Contractor and shall inspect the shoring systems during and after installation in each work area or phase of construction and shall submit a written certification that the shoring has been installed in accordance with the approved Shop Drawings. If the shoring system is to be modified at various phases of the work, certification is required for each phase. No demolition shall proceed prior to review and approval of the certification by the Engineer retained by the Contractor.

3.04 ACCESS

- A. Drive Lanes:
 - 1. Contractor shall provide warning devices, signs and guards for shoring components to protect shoring components from vehicle impact.
 - 2. Maintenance of traffic controls shall be installed per Section 01 50 00 "Temporary Facilities and Controls".

3.05 REMOVAL OF SHORING

A. Upon completion of the work, the Contractor shall remove all shoring materials from Public Service Commission property. Shoring may be removed when field cured concrete test specimens reach a compressive strength of 3,000 psi. Concrete shall be tested in accordance with Specification Sections 03 31 00, Concrete Repair, as applicable.

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B. Anchor bolts and/or other connections to existing components shall be removed and all holes repaired in accordance with Section 03 31 00.

END OF SECTION 02 15 00

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 RELATED SECTIONS

- A. Section 02 07 50 Concrete Removal Mechanical Impact
- B. Section 03 31 00 Concrete Repair
- 1.03 DESCRIPTION
 - A. The work shall consist of providing the necessary labor, materials, equipment and supervision for demolition and removal of selected portions of parking structures, including cast-in-place and precast concrete.

1.04 DEFINITIONS

- A. Remove: Take from existing location and legally dispose of items except those to remain the Public Service Commission property.
- B. Remove and Reinstall: Take items indicated from existing location; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Public Service Commission, items may be removed to an offsite, protected storage location, during selective demolition and then cleaned and reinstalled in their original locations.

1.05 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain the Public Service Commission's property, items and materials shall be removed from the site by the Contractor.

1.06 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Specification Sections, unless otherwise indicated prior to performing demolition
- B. Proposed dust and debris control measures. For wet-cutting procedures, include water recovery and sediment control measures. Plan shall outline provisions controlling dust and protecting vehicles and occupants in areas surrounding demolition.

- C. Proposed weather protection plan for locations where execution of the work creates open joints or exposed surfaces that could be degraded or compromised by excessive moisture, snow, or UV exposure. Plan shall include protection as necessary for vehicles and occupants from damage or injury.
- D. Proposed plan for shoring as necessary to maintain stability of structure to be signed and sealed by an Engineer licensed in the State of West Virginia.
- E. Proposed plan for temporary protection, temporary street traffic control, or overhead protection as necessary to maintain egress, safe traffic flow, and normal occupant activities based on intended phasing of work to be signed and sealed by an Engineer licensed in the State of West Virginia.
- F. Proposed method of identifying and marking prestressing tendons at the Parking Garage.
- G. Proposed noise-control measures.
- H. Phasing Plan for selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Coordination of interruptions to utility services if necessary.
 - 3. Coordination for shutoff, capping, and continuation of utility services if necessary.
 - 4. Use of elevator and stairs.
 - 5. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Public Service Commission's on-site operations.
 - 6. Number of parking spaces to be temporarily out of service for each demolition activity, with dates for taking spaces offline and dates for returning spaces to service.
 - a. All deviations from the submitted phasing plan shall be submitted in writing for approval.
 - 7. Locations of temporary partitions and means of egress.
 - 8. Provisions for maintaining public safety.
 - 9. Inventory of items to be removed and stored.

1.07 QUALITY CONTROL

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition work similar to that indicated for this Project. Coordinate trade selected to remove materials with trade required to reinstall materials if not the same firm.
- B. Regulatory Requirements: Comply with containment, hauling, and disposal regulations of all local, state, and federal authorities.

C. Pre-demolition Conference: Conduct conference at project site to comply with preinstallation conference requirements. The Public Service Commission shall be present at all pre-demolition conferences and shall be solely responsible for granting the Contractor approval to begin demolition.

1.08 PROJECT CONDITIONS

- A. Property immediately adjacent to selective demolition areas is occupied by others. Conduct selective demolition so that Public Service Commission's operations and adjacent property operations will not be disrupted. Provide not less than 72 hours' notice to the Public Service Commission of activities that will affect the operations. Activities considered to be an impact to the Public Service Commission's activities shall include but are not limited to:
 - 1. Activities impacting availability of parking or modifications to the preapproved schedule and location of parking spaces to be taken out of service.
 - 2. Deliveries or equipment relocation that will delay or impede normal use of garage and adjacent exterior walkways and sidewalks.
 - 3. Noise generating activities to occur outside the hours of 8 am to 5 pm within a normal work week.
- B. The Public Service Commission assumes no responsibility for the actual condition of components to be selectively demolished.
 - 1. Asbestos: It is not expected that asbestos will be encountered in the work. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Engineer and Public Service Commission.
 - 2. Lead: It is not expected that lead will be encountered in the work. If any materials suspected of containing lead are encountered, do not disturb the materials. Immediately notify the Engineer and Public Service Commission.
- C. Protection of the Prestressed Members: The existing structural double tees and beams at all levels of the Garage are prestressed and contain bonded prestressed tendons. Extreme caution shall be used when any drilling, cutting, chipping or coring is to be performed by the Contractor. All such activities shall be performed only after surface penetrating radar or X-ray scan has identified the location of prestressed strands and demolition activities have been verified to not impact the strands or provisions are outlined by the Contractor, in writing, for protection of prestressed strands. The Contractor shall be responsible for repair of prestressed tendons damaged by the Contractor's negligence.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.09 SCHEDULING

- A. All work will be phased to allow for continuous use of the garage. Arrange selective demolition schedule so as not to interfere with Public Service Commission's onsite operations at all locations.
 - 1. Activities that would impede normal flow of traffic such as deliveries or moving equipment shall be limited during shift changes. Coordinate with Public Service Commission for more details.

1.10 EXISTING WARRANTIES

- A. Remove, replace, patch, and repair materials and surfaces cut, marred, or damaged during selective demolition by methods and with materials so as not to void existing warranties.
- B. Public Service Commission will provide a list of existing warranties held on components that may be affected by selective demolition.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been temporarily supported or moved, disconnected and/or capped.
- B. Survey existing conditions and coordinate with requirements indicated to determine extent of selective demolition required.
 - 1. Notify the Engineer and Public Service Commission immediately if quantities measured in the field differ from quantities indicated on the Drawings.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. Notify the Engineer and Public Service Commission immediately when unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered. Investigate and measure the nature and extent of the conflict.
- E. Survey the condition of the garage structure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Public Service Commission. Provide temporary services during interruptions to existing utilities, as acceptable to Public Service Commission and to governing authorities.
 - 2. Provide not less than 72 hours' notice to the Public Service Commission if shutdown of service is required during changeover.
- B. Utility Requirements: Locate all utility lines and identify utilities that will be potentially impacted by the work.
 - 1. The Contractor shall coordinate with the Public Service Commission as necessary to shut off, disconnect, and seal or cap off utility lines that will interfere with the work.
 - 2. Where utility lines are required to be removed or relocated, the Contractor shall coordinate with the Public Service Commission to provide bypass connections and maintain continuity of service through the duration of the work.
 - 3. The Contractor shall not remove, disconnect, bypass or in any way alter utility lines without the written approval of the Public Service Commission.

3.03 PREPARATION

- A. The Contractor shall be responsible for maintaining the garage drainage system, including drains, pipes, sumps, and pumps open and functioning properly at all times. Prior to the start of demolition, the Contractor shall clean all existing drains and snake all drain lines to assure function. The Contractor shall flush or snake the system as often as necessary to comply with this requirement at no cost to the Public Service Commission. Upon completion of the project the Contractor shall clean all drain all drain lines to assure function.
- B. Contractor shall install temporary barrier to enclose and limit the work area from public access. The temporary barrier shall be relocated as work progresses in accordance with phasing plan. Directional signage shall be installed to alert pedestrians and vehicle traffics to alternate traffic through the garage due to construction operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Public Service Commission and authorities having jurisdiction.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities that are to remain. Ensure safe passage of the public around selective demolition area.

- 1. Erect temporary protection, such as walks, fences, overhead protection, and shoring where required by the Public Service Commission and authorities having jurisdiction.
- 2. Protect existing finishes that are to remain and are exposed during selective demolition operations.
- 3. Cover and protect components and equipment that have not been removed.

3.04 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection and OSHA regulations.
 - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 - 2. Use vacuum dust recovery systems for all cutting of masonry or concrete elements.
- B. Remove, collect, and transport wastewater, sediment and construction debris in a manner that will prevent spillage on adjacent surfaces, areas and waterways.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.05 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent indicated in the Contract Documents.
- B. Use methods required to complete work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. If flame-cutting is required, do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations. Maintain adequate ventilation when using cutting torches. Do not use cutting torches, welders, or other tools producing sparks or an open flame without prior written approval from the Public Service Commission. Contractor shall obtain any hot work permit as required in accordance with Public Service Commission and state regulations.
 - 3. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.06 REPAIRS

- A. Damage to surfaces and building elements adjacent to repair locations should be promptly reported to the Engineer and Public Service Commission. The Engineer should be notified immediately of any damages that may influence the integrity of the structure.
- B. Restore exposed finishes of repaired areas and extend restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General:
 - 1. Promptly dispose of demolished materials and debris. Do not allow demolished materials to accumulate on-site.
 - 2. On-site storage or sale of removed items is prohibited.
 - 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- B. Burning: Do not burn demolished materials on project site.
- C. Disposal: Transport demolished materials off Public Service Commission's property and legally dispose of them in accordance with the jurisdiction regulations.

3.08 CLEANING

- A. Wash, rake or broom clean the work area, staging area, and areas adjacent to and affected by the work on completion of selective demolition operation.
- B. At the completion of the project, perform a complete wash down of the garage levels including floors, perimeter walls, masonry, columns, ceilings, stairwells and access roads.

END OF SECTION 02 41 19

SECTION 03 31 00

CONCRETE REPAIR

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 DESCRIPTION

- A. The work includes the furnishing of all labor, material, tools, equipment, shoring, formwork, and services necessary for and reasonably incidental to the completion of concrete demolition, cutting, patching and repair work shown on the Contract Drawings or specified.
- B. Related requirements specified elsewhere:
 - 1. Perform all cutting and patching work required for the installation of the new work in accordance with the applicable requirements of the various sections of the specifications.
 - 2. The materials and methods of application for new work and for restoring or refinishing existing work shall comply with the applicable requirements of these specifications, except the materials and workmanship not covered in the complete work, particularly on items exposed to view, shall conform to similar materials and workmanship existing in or adjacent to the space in which alterations are to be made.

1.03 REFERENCES

- 1. ACI 301-20, "Specifications for Structural Concrete for Buildings"
- 2. ACI 318-19, "Building Code Requirements for Reinforced Concrete"
- 3. ACI 305.1-14(20), "Specification for Hot Weather Concreting"
- 4. ACI 306.1-16, "Standard Specification for Cold Weather Concreting"
- 5. ACI 309R-05, "Guide for Consolidation of Concrete"
- 6. ACI 347-14, "Guide for Formwork for Concrete"
- 7. ASTM C31/C31M-21a "Standard Practice for Making and Curing Concrete Test Specimens in the Field"
- 8. ASTM C39/C39M-21, "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens"
- 9. ASTM C109/C109M-121, "Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)"

- 10. ASTM C94-21b "Standard Specification for Ready-Mix Concrete"
- 11. ASTM C33/C33M-18 "Standard Specification for Concrete Aggregates"
- 12. ASTM C42 / C42M-20 "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete"
- 13. ASTM C143 / C143M-20 "Standard Test Method for Slump of Hydraulic-Cement Concrete"
- 14. ASTM C150 / C150M 21 "Standard Specification for Portland Cement"
- 15. ASTM C172-17 "Standard Practice for Sampling Freshly Mixed Concrete"
- 16. ASTM C173/C173M-16 "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method"
- 17. ASTM C231/C231M-17a "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method"
- 18. ASTM C494/C494M-19 "Standard Specification for Chemical Admixtures for Concrete
- 19. ASTM C989-18a "Standard Specification for Slag Cement for Use in Concrete and Mortars"
- 20. ICRI Guide No. 310.1R-2008, "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion" (Formerly known as No. 03730)
- 21. ICRI Guide No. 320.1R-2019, "Guide for Selecting Application Methods for the Repair of Concrete Surfaces" (Formerly known as No. 03731)
- 22. ASTM C882/C882M-20 "Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear"
- 23. ASTM C666/C666M-15 "Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing"
- 24. ASTM C157/C157M-17 "Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete"
- 25. ASTM A615/A615M-20 "Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement"
- 26. ASTM C881/C881M-20a "Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete"
- 27. ASTM C309-19 "Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete"
- 28. ASTM A1064/A1064M-18a "Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete"

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Submit product literature for the products listed in this section per the requirements of Section 01 40 00 Quality Requirements.
 - 1. Provide submittals for each concrete repair type and finish texture required to match existing.
- B. Hand/Trowel Applied Repair Mortar: Repair material for **small vertical surfaces and overhead surfaces** (repair surface area less than 2 sq. ft.). Materials shall be specifically manufactured for hand application in lifts to vertical and overhead surfaces. Polymer modified materials are acceptable. Materials shall have the following minimum properties:

Test	Method	Criteria	Result
Bond Strength	ASTM C882	Bond to a hardened concrete, no bonding agent. Material may be scrubbed into bond surface.	2,000 psi min.
Compressive Strength	ASTM C39	28 days	5,000 psi min.
Entrained Air Or	ASTM C173 or ASTM C231	At Point of Placement	6 +/- 2%
Freeze Thaw Resistance	ASTM C666		100% RDM
Shrinkage	ASTM C157	Air Storage @ 28 days	0.05% max

C. Form and Pour/Pump Applied Repair Material: Material shall be formed and poured at horizontal and/or vertical surfaces or formed and pumped material at vertical and overhead surfaces. Repair surface area greater than 2 sq. ft. Polymer modified materials are acceptable. Materials shall have the following minimum properties:

Test	Method	Criteria	Result
Bond Strength	ASTM C882	Bond to a hardened concrete, no bonding agent. Material may be scrubbed into bond surface.	1,800 psi min.

Compressive Strength	ASTM C39	28 days	5,000 psi min.
Entrained Air Or	ASTM C173 or ASTM C231	At Point of Placement	6 +/- 2%
Freeze Thaw Resistance	ASTM C666		100% RDM
Shrinkage	ASTM C157	Air Storage @ 28 days	0.05% max

- D. Reinforcing steel shall be ASTM A615, Grade 60, deformed.
- E. Forms: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
 - 1. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/ ℓ that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- F. Dowel Epoxy: Two-component epoxy manufactured for anchoring reinforcing steel to hardened concrete conforming to ASTM C881, Type IV, Grade 3, Class A, B or C. Gel time requirements of ASTM C881 are waived. Embedment depth shall be sufficient to develop the ultimate tensile strength of the reinforcing bar embedded based on manufacturer's test data for an assumed existing concrete compressive strength of 4,000 psi. Embedment lengths may be interpolated between concrete compressive strengths if approved by the manufacturer.
- G. Curing compound for vertical and overhead surfaces: Water based acrylic coating curing compound, ASTM C309, Type 1, Class B.
- H. Mechanical Reinforcing Bar Splices
 - 1. To fit bar diameters encountered and develop a minimum of 125 percent of yield strength of the bar based on the bar size to be spliced.
- I. Corrosion Inhibiting Impregnation Coating: Corrosion inhibiting impregnation coating for hardened concrete to penetrate the surface and then to diffuse in vapor or liquid form to the steel reinforcing bars embedded in concrete and form a protective layer on the steel surface.

PART 3 - EXECUTION

- 3.01 MOCKUPS
 - A. A mockup installation shall be performed at one location for each type of finish required, to demonstrate all procedures including demolition, preparation, installation of restoration materials, and quality control testing. The Contractor shall not proceed with additional concrete placement prior to approval of mockup installations by the Public Service Commission.

- 1. Interior horizontal concrete deck surfaces,
- 2. Interior vertical and overhead concrete surfaces

3.02 DEMOLITION

- A. Coordinate demolition with Engineer and the Public Service Commission.
- B. Erect shoring in accordance with Section 02 15 00 Shoring.
- C. Contain and remove all concrete debris from the site.

3.03 PREPARATION

- A. Concrete demolition shall be executed in accordance with Section 02 07 50 Concrete Removal – Mechanical Impact.
- B. Where pre-stressing strands are expected to be encountered, Contractor shall locate strands by nondestructive methods prior to concrete demolition.
- C. Existing electrical components embedded in concrete elements may require replacement or relocation due to corrosion deterioration, existing damage or to accept repairs. Retain a licensed electrician to repair, replace or relocate electrical components as required to complete repairs.
- D. Existing reinforcing steel preparation. The concrete under corroded reinforcing steel shall be undercut a minimum of 1/4" larger than the maximum aggregate size, or 3/4" minimum, or to sound concrete. Prestressing tendons shall not be undercut. If more than half of an un-corroded reinforcing bar is exposed by concrete demolition, then it shall be undercut. The exposed reinforcing steel shall be cleaned to bare metal. Sandblasting or water blasting may be used to clean reinforcing steel if the Contractor can control dust, water and/or debris from the process to the Public Service Commission's satisfaction. Otherwise, power hand tool cleaning shall be used.
- E. If a reinforcing bar has lost more than 25% of its original cross-sectional area, or if a bar is missing, a supplemental bar of the same diameter shall be spliced in the section adjacent to the affected bar. The length of the lap splice on each side of the affected area shall be as follows based on bar diameter.

#3 bar	18"
#4 bar	25"
#5 bar	31"
#6 bar	37"
#7 bar	53"
#8 bar	61"
#9 bar	69"

Sufficient concrete shall be removed to achieve the splice lengths indicated for each bar size. If the bar has lost more than 50% of its original cross-sectional area, the bar shall be cut out and replaced with a bar of the same diameter.

All new bars spliced in to repair areas shall be securely tied to existing reinforcing steel running perpendicular to the new bar to hold the bar in place during placement of patching materials. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. All new bars shall be Grade 60 steel, deformed.

F. If plain wire reinforcement has lost more than 25% of its original cross-sectional area, or if a wire is missing, supplemental wire mesh of the same diameter and spacing shall be spliced in the section adjacent to the affected wire. The length of the wire splice on each side of the affected area shall be as follows based on wire gauge and cross wire spacing.

		Splice Length in inches when cross wire spacing is:			
Wire Size	Parallel spacing of wire being supplemented (in.)	4"	6"	8"	12"
	4	6	8	10	14
W1.4 to W5	6	6	8	10	14
	12	6	8	10	14
	4	6	8	10	14
W6	6	6	8	10	14
	12	6	8	10	14
	4	7	8	10	14
W7	6	6	8	10	14
	12	6	8	10	14
	4	8	8	10	14
W8	6	6	8	10	14
	12	6	8	10	14
W9	4	9	10	10	14
	6	6	8	10	14
	12	6	8	10	14
	4	10	10	10	14
W10	6	7	8	10	14
	12	6	8	10	14

		Splice Length in inches when cross wire spacing is:			
	4	12	12	12	14
W12	6	8	8	10	14
	12	6	8	10	14
	4	14	14	14	14
W14	6	9	9	10	14
	12	6	8	10	14
	4	16	16	16	16
W16	6	11	11	11	14
	12	6	8	10	14
	4	18	18	18	18
W18	6	12	12	12	14
	12	6	8	10	14
	4	20	20	20	20
W20	6	13	13	13	14
	12	8	8	10	14
	4	30	30	30	30
W31	6	20	20	20	20
	12	10	10	10	14

Sufficient concrete shall be removed to achieve the splice lengths indicated for each wire size and spacing. If the wire has lost more than 50% of its original cross-sectional area, the wire shall be cut out and replaced with a wire mesh of the same diameter and cross wire spacing

All new wires spliced in to repair areas shall be securely tied to existing reinforcing steel running perpendicular to the new bar to hold the bar in place during placement of patching materials. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. All new wires shall be plain ASTM A1064 steel.

G. Dowel Bars. Reinforcing steel dowel bars shall be installed at the intersections of slab, joist, curbs, beams, walls and columns as required to develop splices where corroded bars are encountered, and new reinforcing steel is required. Dowels are to be used at areas where lap splices cannot be used (for example, at wall intersections with slabs and at areas of storm drain replacement in the flanges of double tees). Dowel installation shall be considered part of concrete repair under this section.

- 1. Holes for dowel bars shall be drilled to the depth as indicated in the epoxy manufacturer's product literature to develop the ultimate tensile strength of the bar based on the concrete compressive strength as indicated in the Contract Drawings. Holes shall be cleaned of all dust and/or debris with high-pressure air and clean water. The drilled hole diameter shall be 1/8 inch larger than the diameter of the dowel bar or as specified by the epoxy manufacturer. Holes shall be prepared in accordance with manufacturer's recommendations.
- H. At areas where lap splices or dowel bar installation is not practical as determined by the Engineer, mechanical lap splices shall be installed. Mechanical lap splice installation shall be considered part of concrete repair under this section.
- I. New reinforcing steel: New reinforcing steel bars shall be installed as indicated in the Project Drawing.
- J. Prestressing System: Bonded prestressing tendons, ducts and anchorages shall not be undercut. Concrete removal shall expose the components as shown in the Contract Drawings. Extreme care shall be used when removing concrete adjacent to tendons and anchorages to prevent damage to strands and anchorages.

3.04 PLACEMENT AND CURING OF REPAIR PRODUCTS FOR REPAIR AREAS

- A. Concrete patching, vertical surfaces and overhead. Surface preparation and application shall conform strictly to this section and the material manufacturer's recommendations. Repair areas under 2 sq. ft. in surface area may be hand placed with trowel applied materials. Repair areas over 2 sq. ft. in surface area shall be formed and poured or pumped.
- B. The repair material shall be vibrated into the repair areas by means of a mechanical vibrator to consolidate the material around reinforcing bars and prestressed tendons.
- C. Forms shall be accurately positioned. The forms shall be supported by shoring as required to prevent shifting or sagging of the forms during placement of the concrete. The Contractor shall be responsible for the design, construction, and installation of all formwork and shoring.
- D. The temperature of the concrete or repair materials when discharged shall not exceed 90°F. The Contractor shall coordinate methods of controlling concrete temperature. Concrete or repair materials with a temperature exceeding 90°F will be rejected.
- E. The concrete and repair materials shall be maintained above 50°F and in a moist condition for 7 days after placement. Formwork may be removed when the concrete has reached 3000 psi compressive strength as measured by field cured test specimens.

- F. After removal of the forms, the Third Party Special Inspection Engineer shall inspect the work for honeycombing and/or signs of inadequate consolidation. If such areas exist and, in the opinion of the Engineer or Public Service Commission, are detrimental to performance of the component, the Contractor shall remove the work and replace it at no additional cost.
- G. Form marks and small bug holes shall be filled with a cementitious material compatible with the concrete to product a smooth finished surface. Edges shall be ground to match adjacent surfaces.
- H. Form release agents shall be removed by high-pressure water blast or sandblasting at all concrete surfaces to be painted or to be coated with a corrosion inhibitor.
- I. Curing. Patches on horizontal surfaces shall be cured with wet burlap covered with polyethylene sheeting. The sheeting shall be secured to hold it in place. Wet burlap shall remain in place a minimum of seven (7) days. Maintain burlap in a wet condition for the duration of curing. Formwork for vertical and overhead patches shall remain in place for a minimum of two (2) days. Trowel applied repair materials shall be coated with the curing compound in accordance with the manufacturer's recommendations.

3.05 THIN CONCRETE COVER REPAIR.

- A. Mask the area to minimize and limit the repair area as necessary.
- B. Clean and prepare the concrete surface in accordance with the corrosion inhibiting impregnation coating manufacturer's recommendations.
- C. Apply minimum three coats of corrosion inhibiting impregnation coating.
- D. For a group of thin concrete cover repairs, coating shall be applied with a least rectangular shape including all repair areas.
- 3.06 FIELD QUALITY CONTROL
 - A. All quality control testing and inspection shall be performed by the *Third Party Special Inspection Engineer engaged by the Contractor* in accordance with this Section and Section 01 40 00.
 - B. Repair Material Testing:
 - 1. Standard 4 inch by 8 inch cylinders or 2 inch by 2 inch cubes as appropriate for the material shall be made, cured, and tested in accordance with ACI 301, except as noted in this specification.
 - a. Cube specimens are permissible for materials containing only fine aggregates (sand). Cylinders are required for any repair materials containing course aggregates (gravels).

- 2. A set of specimens consisting of nine (9) cylinders or cubes shall be made from each day's placement. Cylinders shall be made in accordance with ASTM C31, "Standard Practice for Making and Curing Concrete Test Specimens in the Field". Cubes shall be made in accordance with ASTM C 109, "Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)".
- 3. Six (6) specimens each shall be laboratory cured for testing at 7 and 28 days. Three (3) specimens shall be tested at each age. Three (3) specimens shall be laboratory cured as hold specimens. The Third Party Special Inspection Engineer or the Public Service Commission may require additional specimens as deemed necessary by field conditions during material placement.
- 4. Strength of concrete shall be considered satisfactory if the average of three (3) 28-day tests of laboratory cured specimens in each set of cylinders equals or exceeds the specified 28-day strength, and neither of the 28-day tests is 500 psi or more below specified 28-day strength.

Should the results of the cylinder tests not meet the preceding requirements, the Contractor, at the Contractor's expense, shall have sample cores cut from that portion of the structure represented by the unsatisfactory test specimens. Three cores shall be taken from each area in question according to ASTM C42. Concrete in the area represented by the core test will be considered structurally adequate if the average of the three cores is equal to at least 85 percent of required 28-day strength, and if no single core is less than 75 percent of the required 28-day strength. If these strength acceptance criteria are not met by the core tests, the Contractor shall remove and replace all questionable areas of concrete at the Contractor's expense.

3.07 CLEANING

A. Remove all formwork and other materials from the site. Clean all spilled concrete from deck and adjacent surfaces.

END OF SECTION 03 31 00

SECTION 03 75 00

CONCRETE ROUTING AND SEALING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 RELATED SECTIONS

- A. Section 02 41 19 Selective Demolition
- B. Section 03 31 00 Concrete Repair
- C. Section 07 18 00 Traffic Bearing Urethane Coating
- D. Section 07 19 00 Concrete Water Repellant Coating
- E. Section 07 92 00 Joint Sealants

1.03 DESCRIPTION

- A. Work Included in this Section.
 - 1. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates. Furnish all material, labor, equipment, and supervision necessary to rout and seal cracked concrete at locations shown on the Contract Drawings.
- B. Reference documents:
 - 1. ASTM C1021-08(2019) "Standard Practice for Laboratories Engaged in Testing of Building Sealants"
 - 2. ASTM C920-18 "Standard Specification for Elastomeric Joint Sealants"
 - 3. ASTM C1193-16 "Standard Guide for Use of Joint Sealants"
 - 4. ASTM C1248-18 "Standard Test Method for Staining of Porous Substrate by Joint Sealants"
 - 5. ASTM C1330-18 "Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants"
 - 6. ASTM C1521-19(2020) "Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints"
 - 7. ASTM C1021-08(2019) (Standard Practice for Laboratories Engaged in Testing of Building Sealants"

1.04 UNIT PRICES

A. General: Unit prices include the cost of preparing existing construction to receive the work indicated.

CONCRETE ROUTING AND SEALING Final Submission

B. Crack Repair: Work will be paid for by the linear foot of crack length routed and sealed. Length of crack shall be measured in the field and recorded to the nearest linear half foot.

1.05 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preinstallation conference at the Project site prior to routing of concrete and installation of sealant material to review all locations of repairs, demolition procedures, temporary protection plans, material installation requirements, curing requirements, and phasing plans.
- B. Attendees: Representatives of each entity directly concerned with concrete repairs shall attend, including the following:
 - 1. Contractor's Superintendent.
 - 2. Contractor's Project Manager.
 - 3. Public Service Commission's Project Manager.
 - 4. Engineer's Project Manager.
- C. Contractor shall record meeting minutes and distribute, prior to placement of patch material, to all parties in attendance, including the Engineer and Public Service Commission.

1.06 ACTION SUBMITTALS

- A. Product Data: For each sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Special warranties specified in this Section.
- 1.07 INFORMATION SUBMITTALS
 - A. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
 - B. Qualification data indicating compliance with requirements in this section.
 - C. Field Test Report Log: For each elastomeric sealant application.

1.08 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is licensed or approved by the sealant manufacturer and is specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project, and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint sealant manufacturers for testing indicated below. This testing should determine whether priming and other specific joint preparation techniques are required to obtain optimum adhesion of joint sealants to joint substrates.
- D. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021, Standard Practice for Laboratories Engaged in Testing of Building Sealants, to conduct the testing indicated.
- E. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C920, Standard Specification for Elastomeric Joint Sealants, and where applicable, to other standard test methods.
- F. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, the Contractor shall engage a qualified testing agency to test the sealant's adhesion to joint substrates as follows:
 - 1. Locate test repairs where directed by the Engineer.
 - 2. Conduct field tests for each application indicated below:
 - a. Two tests for each type of elastomeric sealant and joint substrate indicated.
 - b. Notify Engineer seven days in advance of dates and times when test joints will be installed.
 - c. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - d. Test Method: Field Applied Sealant Joint Hand Pull Tab, ASTM C1521.
 - e. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained and engage manufacturer to determine recommendations for improvement of adhesion.
 - 3. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants with no evidence of adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.09 DELIVERY, STORAGE, AND HANDLING

A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch number. Damaged materials must be removed from the site.

B. Store all materials off the ground and protect from rain, moisture and excessive heat until ready for use.

1.10 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less or more than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.11 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive the Public Service Commission of other rights the Public Service Commission may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
 - 1. Coordinate repairs at garage locations indicated to receive traffic coating to ensure sealant products are compatible with and recommended for use with approved traffic bearing membranes.
- B. Colors of Exposed Joint Sealants: To match existing sealant colors or concrete color and as selected by the Public Service Commission from manufacturer's full range. Variations in existing concrete color or existing sealant colors may require that a different sealant product be used in certain locations.

2.02 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C920, "Standard Specification for Elastomeric Joint Sealants," and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C1248, "Standard Test Method for Staining of Porous Substrate by Joint Sealants," and have not stained porous joint substrates indicated for this Project.
- C. Multi–Component, Chemically Curing, Polyurethane Sealant: For use in all routed cracks.
 - 1. Type: M (multi-component)
 - 2. Grade: NS (non-sag)
 - 3. Class: 50
 - 4. Movement Capability: +/- 50%
 - 5. Use Related to Exposure: T (traffic)

2.03 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Bond Breaker Tape: Low density polyethylene tape with rubber pressure sensitive adhesive for use as joint backing material as indicated in the Project Drawings, 11 mils thick and sized as indicated in the Project Drawings

2.04 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 CRACKS TO BE ROUTED AND SEALED

- A. Elevated Slab Surfaces:
 - 1. Cracks with average widths of $^{1}/_{16}$ inch and greater and through-slab cracks (with or without signs of water penetration through the crack) shall be routed and sealed in accordance with this section and the Contract Drawings.
- B. Slab-on-Grade Surfaces:
 - 1. Cracks with average widths of $\frac{1}{16}$ inch and greater shall be routed and sealed in accordance with this section and the Contract Drawings.
- C. Perimeter of Floor Drains:
 - 1. The concrete around the perimeter of floor drains shall be routed and sealed in accordance with this section and the Contract Drawings.

3.02 PREPARATION FOR SEALANT INSTALLATION

- A. All joint sealants shall be installed prior to the application of any coating systems, but after abrasive surface preparation for coatings, and allowed to cure a minimum of forty-eight (48) hours before coating application.
- B. Cracks shall be routed using wet cut diamond blade tools or tools equipped with vacuum dust recovery systems. Joints shall be routed to a width and depth necessary to receive a ¹/₂ inch wide and ¹/₄ inch deep sealant joint and applicable materials based on the Contract Drawings.
- C. Remove all foreign material and existing sealant from cracks that could interfere with adhesion of sealant, including dust, paints, old sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- D. Install bond breaker tape to prevent adhesion of sealant to the bottom of the crack.
- E. Joint Priming: Prime joint substrates with recommended primer unless required otherwise in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- F. Masking Tape: Mask concrete surfaces adjacent to the crack to prevent sealant accumulation or staining on the face of the concrete.

G. Inspect the preparation of the routing prior to installation of the sealant.

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply. Joint sealants are to be installed at the routed cracks.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet routed crack substrates.
 - 2. Completely fill recesses in each configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
 - 4. Install sealants to the elevation of adjacent surfaces.
- E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- F. Remove excess sealant from surfaces adjacent to joints.
- G. Do not use tooling agents unless approved in writing by Engineer.
- H. Provide flush joint configuration where indicated per Figure 8B in ASTM C1193, "Standard Guide for Use of Joint Sealants."
- I. After curing of the sealant, inspect the sealed areas. Any sealant with visible areas of trapped air, loss of bond or inadequate filling shall be removed and replaced at no cost to the Public Service Commission.

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall engage each sealant manufacturer to perform a field inspection of installed sealant joints and adhesion/cohesion testing of installed joints.
- B. The Contractor shall provide a minimum of 72 hours' notice to the Public Service Commission and Engineer prior to inspection by manufacturer's representative to allow for coordination and attendance during the site visit.

- C. The manufacturer's representative shall notify the General Contractor's on-site superintendent of any deficiency, deviation from Project Documents, failure to comply with applicable codes and standards, and/or failing test results prior to leaving the Project Site.
- D. The manufacturer's representative shall provide a formal written report to the Public Service Commission and Engineer within 72 hours of completing inspections and/or testing. These reports shall include date/time of inspection and/or test performed, name of inspection or testing agency representative, items/materials reviewed or tested, and results of all inspections and testing.
- E. Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter, but no fewer than 1 test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 of ASTM C1521, as appropriate for type of joint-sealant application indicated.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
 - 4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
 - 5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongation's, sealant fill, sealant configuration, and sealant dimensions.

- 6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- F. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and Engineer.
- B. All debris, dust, excess materials, and equipment shall be removed from the work area. Any materials or dust from the work on adjacent surfaces shall be cleaned by the Contractor.
- C. If areas adjacent to the work are damaged during the course of the work, then the Contractor shall repair the damage at no cost to the Public Service Commission.

3.06 PROTECTION

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

END OF SECTION 03 75 00

SECTION 07 18 00

TRAFFIC BEARING URETHANE COATING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. The work shall consist of providing the necessary labor, materials, equipment, and supervision for installation of a new traffic bearing urethane coating to specified concrete.
- B. The traffic bearing coating will be a complete system of compatible materials from one manufacturer to create a seamless waterproof urethane coating.
- C. Obtain primary traffic coating materials, including primers, from traffic bearing membrane manufacturer. Obtain secondary materials including aggregates, sheet flashings, joint sealants, and substrate repair materials of type and from source recommended by the traffic coating manufacturer.

1.03 RELATED SECTIONS

- A. Section 02 07 50 Concrete Removal Mechanical Impact
- B. Section 03 31 00 Concrete Repair
- C. Section 03 75 00 Concrete Routing and Sealing
- D. Section 07 92 00 Joint Sealants
- E. Section 22 14 13 Facility Storm Drainage Piping
- F. Section 32 17 23 Parking Deck Markings

1.04 DESCRIPTION

- A. Application locations:
 - 1. Vehicular Grade traffic bearing membrane will be applied at levels 3, 3.5, and the pedestrian bridge to the extents indicated in the Drawings.
- B. Reference documents:
 - 1. ASTM C957/C957M-17, "Standard Specification for High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with Integral Wearing Surface"
 - 2. ASTM C1127-/C1127M-15, "Standard Guide for Use of High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with an Integral Wearing Surface"
 - 3. ASTM C1193-16, "Standard Guide for Use of Joint Sealants"

- 4. ASTM D412-16(2021), "Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension"
- 5. ASTM D1004-21, "Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting"
- 6. ASTM D2240-15(2021), "Standard Test Method for Rubber Property— Durometer Hardness"
- 7. ASTM D4060-19, "Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser"
- 8. ASTM D4258-05 (2017), "Standard Practice for Surface Cleaning Concrete for Coating"
- 9. ASTM D4263-83 (2018), "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method"
- 10. ASTM D4541-17, "Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers"
- 11. ASTM D4258 05(2017) "Standard Practice for Surface Cleaning Concrete for Coating"

1.05 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preinstallation conference at the Project site prior to installation of traffic coating or traffic coating mock-up to review locations of installation, surface preparation requirements, temporary protection plans, material installation requirements, curing requirements, and phasing plans.
- B. Attendees: Representatives of each entity directly concerned with concrete repairs shall attend, including the following:
 - 1. Contractor's Superintendent.
 - 2. Contractor's Project Manager.
 - 3. Public Service Commission's Project Manager.
 - 4. Engineer's Project Manager.
 - 5. Coating Manufacturer's Representative
- C. Contractor shall record meeting minutes and distribute, prior to placement of patch material, to all parties in attendance, including the Engineer and Public Service Commission.

1.06 ACTION SUBMITTALS

- A. Product Data: For each type of product, provide the manufacturer's current product literature to include construction details, material descriptions, chemical composition, physical properties, test data, and application instructions.
 - 1. Test data and reports for material properties shall report information from testing performed within one (1) year of product data submission.

- B. Phasing Plan: Submit for approval a written plan and annotated plan view of each garage level, indicating the anticipated phasing of traffic bearing membrane installation, coordinated with the phasing plan for concrete repairs, which includes the following:
 - 1. Location and anticipated duration of traffic bearing membrane installation to include restrictions on traffic during curing of installed membrane.
 - 2. Number of parking stalls that will be inaccessible for each phase.
 - 3. Temporary traffic patterns, location of flag persons, and locations of barricades necessary to direct vehicular and pedestrian traffic around or through coated areas.
 - 4. Temporary protection of personal property within the garage during surface preparation and membrane application.
- C. Shop Drawings: Submit drawings indicating location of submitted traffic bearing membrane systems with manufacturer's approved details for treating substrate, joint and crack conditions, flashings, penetrations, terminations, starting and resuming work.
 - 1. Include plans showing layout of pavement markings, lane separations and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- D. Samples for Verification: For each type of exposed finish.
 - 1. Submit three 1 ft. x 1 ft. samples of specified deck coating system. Samples shall be constructed as examples of finished color and texture of traffic coating system. Prepare samples on rigid backing and of thickness as required for actual installation.
 - 2. Provide three (3) stepped samples on backing large enough to illustrate the build-up of the traffic bearing membrane system.

1.07 INFORMATIONAL SUBMITTALS

- A. Qualification data for installers responsible for traffic bearing membrane application.
- B. Qualification data for manufacturer of traffic bearing membrane.
- C. Maintenance Data: Identify substrates and types of coatings applied. Include recommendations for periodic inspections, cleaning, care, maintenance, and repair of traffic coatings.
- D. Sample Warranty: For special warranty.
- 1.08 QUALITY ASSURANCE
 - A. Manufacturer Qualifications: Manufacturer shall have evidence of successful application of traffic bearing membrane systems on projects of similar size and use on a yearly basis of a minimum of five (5) years.

- B. Installer Qualifications: Installer shall be an authorized representative approved by the manufacturer for the installation of traffic bearing membranes on projects of similar size, scope, and use.
- C. Mockups: Public Service Commission and Engineer will select one representative surface for each traffic coating and each substrate to receive traffic coatings. Apply each coating to at least 100 sq. ft. of each substrate to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
 - 1. Remove and reapply mockups until they are approved by Public Service Commission and Engineer.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - 3. Keep approved mockups undisturbed during construction as a standard for judging completed traffic coatings. Undamaged mockups may be incorporated into the Work if undisturbed and approved by the Engineer at time of Substantial Completion.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Procurement: Comply with Manufacturer's ordering instruction and lead-time requirements to avoid construction delays.
- B. Delivery: Materials shall be delivered in original sealed containers bearing UL labels. Seals shall be unbroken and bearing manufacturer's labels showing the following:
 - 1. Manufacturer's brand name.
 - 2. Type of material.
 - 3. Directions for storage.
 - 4. Date of manufacture and shelf life.
 - 5. Lot or batch number.
 - 6. Mixing and application instructions.
 - 7. Color.
- C. Storage and Handling: Handle products to avoid damage to container. Store materials in a clean, dry location protected from exposure to direct sunlight. In storage areas, maintain environmental conditions within range recommended in writing by manufacturer.

1.10 PROJECT CONDITIONS

A. Environmental Conditions:

- 1. Apply coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic bearing coatings to damp or wet substrates, when temperatures are below 40°F, when temperatures are above 100°F, when relative humidity exceeds 85 percent, or when temperatures are less than 5°F above dew point.
- 2. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of the substrate.
- B. Protection:
 - 1. Take appropriate safety precautions for personnel. Prior to starting work, read and follow the Safety Data Sheet (SDS) and container labels for detailed health and safety information.
 - 2. Keep products away from heat, sparks and flames. Do not allow the use of spark producing equipment during application and until vapors are gone. Post "No Smoking" signs.
 - 3. After completion of application do not allow traffic on coated surfaces for a period of at least 72 hours at 75°F and 50% relative humidity or until completely cured. Provide additional curing time as recommended by the Manufacturer for cool-weather or humid conditions.
 - 4. Protect plants, vegetation, and animals which might be affected by coating. Use drop cloths or masking as required.

1.11 WARRANTY

- A. General: Special warranty specified in this Section shall not deprive the Public Service Commission of other rights that the Public Service Commission may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Manufacturer's Warranty: Written warranty, signed by the manufacturer agreeing to repair or replace traffic coatings that fails in material or workmanship with specified warranty period.
 - 1. Deterioration of traffic coatings includes, but is not limited to, the following:
 - a. Adhesive or cohesive failures.
 - b. Abrasion or tearing failures.
 - c. Surface crazing or spalling.
 - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
 - e. Finish coat color fading.
- C. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Material Properties
 - 1. Traffic Bearing Coating Materials: Fluid-applied, polyurethane waterproofing coating system complying with ASTM C957/C957M-17. The system shall be recommended by the manufacturer for concrete decks subject to vehicular traffic and suitable for direct exposure to sunlight. Color to be selected by the Public Service Commission.

		Coat		
Physical Properties	Test Method	Base	Wearing	Тор
Tensile Strength	ASTM D412	750 psi	2,000 psi	2,500 psi
Elongation	ASTM D412	400%	150%	300%
Abrasion Resistance	ASTM D4060	N/A	N/A	\leq 30 mg
(Taber 1,000 Rev.)				
Hardness (Shore A)	ASTM D2240	60	75	75
Tear Resistance	ASTM D1004	70	100	200
Low Temperature Flexi-	ASTM C957	Meet or	N/A	N/A
bility and Crack Bridging		Exceed		
Adhesion	ASTM D4541	275 psi	N/A	N/A

2. Minimum performance requirements for the coating system are as follows:

- 3. Acceptable Products (Base/Wearing/Top) and manufacturers:
 - a. Auto-Gard 70410/7430/7430, NEOGARD Div. of JONES-BLAIR, Inc.
 - b. Iso-Flex 760 ZV/760 IC/760 TC AL, LymTal International, Inc.
 - c. MasterSeal Traffic M 200/TC 225/TC 225, BASF.
 - d. Approved equal.
- B. Traffic Bearing Membrane Accessories:
 - 1. Primer: Manufacturer's recommended primer designed for approved traffic bearing membrane applications on concrete and metal flashing substrates.
 - 2. Reinforcing Fabric: As required by the manufacturer.
 - 3. Flashing Tape: As required by the manufacturer.
 - 4. Liquid flashing: Manufacturer's recommended elastomeric liquid flashing.
 - 5. Aggregate: Uniformly graded (16-30 mesh) crystalline silica having a minimum hardness of 6.5+ on Moh's scale or as approved by manufacturer for vehicular traffic in applications shown.
 - 6. Sealant: Sealant shall be a polyurethane material as specified in Section 07 92 00 and as approved by the traffic bearing membrane material manufacturer.
- C. Pavement Marking Paint

1. Refer to Specification Section 32 17 23 – Pavement Markings

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for surface smoothness, surface moisture, and other conditions affecting performance of traffic bearing membrane application.
 - 1. Verify compatibility with and suitability of substrates. Ensure that the deck surface is free of ridges and projections that would extend through the coating system. Grind as needed.
 - 2. Begin coating application only after minimum concrete curing and drying period recommended by manufacturer has passed, after unsatisfactory conditions have been corrected, and after surfaces are dry. Written approval by manufacturer required to use concrete curing agent.
 - 3. Verify that substrates are visibly dry and free of moisture. Test for moisture by plastic sheet method according to ASTM D4263 or other method approved in writing by the coating system manufacturer.
 - 4. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Completely remove all existing concrete coatings and parking space strips in accordance with new traffic coating manufacturer's surface preparation requirements.
- B. Mechanically prepare surface by shot blasting or other method recommended by the manufacturer to a minimum surface texture of ICRI's CSP-3-4 without causing additional damage to the concrete deck surface. Shot blast cleaning should remove all residue from previous parking space and directional striping on surfaces to be coated per this specification section.
- C. Concrete cleaning: Clean concrete thoroughly where specified by high pressure washing, or as recommended by the manufacturer. Remove grease, oil, paint, and other penetrating contaminates from concrete. Remove laitance, glaze, efflorescence, curing compound, concrete hardeners, form-releasing agents, and other incompatible material that might affect coating adhesion. The use of muriatic acid is not allowed unless approved by the Engineer. Clean per ASTM D4258. The traffic bearing coating shall be applied within five (5) days following the final cleaning provided that the deck surface is dry and prior to opening the area to traffic.
- D. Remove all existing sealants in horizontal and vertical surfaces to be coated. This includes sealants in joints and at precast concrete lift points, connection block-outs, weld points that are unfilled or have been previously filled with sealant material. Clean areas to accept new sealants.

- E. Clean and prepare substrates including steel rail systems according to manufacturer's written recommendations to produce clean, dust-free, dry substrate for traffic coating application.
- F. Cracks and cold joints: Visible hairline cracks in concrete and cold joints shall be cleaned, primed, and detailed with 30 mils of polyurethane deck coating material per manufacturer's instructions. Cracks 1/16" wide and larger shall be routed and sealed with polyurethane sealant in accordance with the procedures of Section 03 75 00 Concrete Routing and Sealing. The polyurethane sealant material shall be as specified in this Section. Sealant shall be applied to inside of crack only, not applied to deck surface. Detail sealed crack with 30 mils of polyurethane deck coating material, per manufacturer's instructions.
- G. Control joints: Rout and seal control joints with polyurethane sealant in accordance with the procedures of 03 75 00 Concrete Routing and Sealing.
- H. Concrete condition: Grind and dress opposing edges of precast members to within 1/16'' in elevation. Chamfer outside corners to receive coating by saw cutting or grinding per manufacturer's instruction requirements.
 - 1. Concrete double tee flange-to-flange interfaces.
 - 2. Concrete double tee flange to concrete inverted tee interfaces.
 - 3. Concrete double tee flange to concrete "L" beam interfaces. Remove concrete fins, ridges, and other projections. Remove loose marginal to provide a sound surface.
- I. Wall Terminations and Expansion Joints: Install saw cuts and sealant cants as detailed in the Project Drawings. The coating system primer, base coat and top coat shall be installed as detailed in the Project Drawings, and per manufacturer's instructions.
- J. Surface condition: Surface shall be clean and dry prior to coating.
- K. Mask adjoining surfaces not receiving traffic coatings, deck drains, and other deck substrate penetrations to prevent spillage, leaking, and migration of coatings.

3.03 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, precast concrete connection points, drains, and sleeves according to ASTM C1127 and manufacturer's written recommendations.
- B. Provide sealant cants at penetrations and at reinforced and non-reinforced deck-towall butt joints.
- C. Terminate edges of deck-to-deck expansion joints with preparatory base-coat strip.
- D. Install sheet flashings at deck-to-wall expansion and dynamic joints, and bond to deck and wall substrates according to manufacturer's written recommendations.
- E. Extend coating system onto posts and traffic bollards where indicated.

F. Where the coating system will be terminated and no wall, joint or other appropriate break exists, cut a ¹/₄" x ¹/₄" (6 x 6 mm) keyway into the concrete. Before coating keyway and surface, remove dust and dirt from keyway according at ASTM D4258 and apply primer according to Manufacturer's written instructions. Fill and coat keyway and continue coating 3 inches on side of keyway where base coat is to be installed according to traffic Manufacturer's written recommendations and the Contract Drawings.

3.04 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C 1127 and traffic coating manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according at ASTM D 4258.
 - 1. Comply with recommendations in ASTM C 1193 for joint-sealant installation.

3.05 TRAFFIC COATING APPLICATION

- A. General: Apply traffic coating material according to ASTM C1127 and manufacturer's written recommendations.
 - 1. Start traffic coating application in presence of manufacturer's technical representative.
 - 2. Verify that wet film thickness of each component coat complies with manufacturer requirements every 1000 sq. ft.
 - 3. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated and omit aggregate on vertical surfaces.
 - 4. All material used must be applied within the pot life specified by the manufacturer.
 - 5. Coordinate application of urethane membrane coating with application of sealants, concrete repair, and other work that must be completed prior to or be integrated with traffic bearing membrane.
 - 6. Primer: Apply primer at a rate specified by the manufacturer. If necessary due to time, re-prime.
 - 7. Apply a sealant cant at all interior corners. At all exterior corners grind the corner to provide a 3/4" cant.
 - 8. Detail Work: Apply a 30 mil thickness of polyurethane coating material over cracks at a minimum distance of 3" on each side of cracks, control joints and cold joints, or as directed by the manufacturer's instructions.
- B. Base coat: Apply polyurethane coating material to primed deck surfaces at the coverage rate recommended by manufacturer. Extend base coat over cracks and control joints which were previously treated with detail coat material. Backroll to level the coat as recommended by the manufacturer. Individual sections of the base coat must be applied the same working day. Wait for the manufacturer-recommended drying period to elapse before applying wearing coat(s).

- C. Wearing surface coat: Apply polyurethane coating material at a rate recommended by the manufacturer. Backroll to level the coat as recommended by the manufacturer. Immediately broadcast properly graded, evenly distributed, aggregate to refusal at the coverage rate recommended by manufacturer.
- D. Double texturing: When the Manufacturer-recommended drying period of the first wearing coat has elapsed, thoroughly remove loose aggregate not encapsulated in first wearing coat, apply polyurethane coating at manufacturer's recommended coverage rate, backroll to level the coat as recommended by the manufacturer, and immediately broadcast additional aggregate.
- E. Top coat: When the manufacturer-recommended drying period has elapsed, thoroughly remove loose aggregate that has not been encapsulated in wearing coat and apply topcoat material at manufacturer's recommended rate. Immediately backroll to level the coat as recommended by the Manufacturer.
- F. The period between successive coats should be kept within the limits specified by the Manufacturer in writing.
- G. At drains, clean and prime the throat of the drain. Extend the coating system into the drain throat. Protect drains to prevent aggregate from falling into the existing drains. Clogged drain pipes or damage due to improper protection shall be remedied by the Contractor at no cost to the University.
- H. Coating system shall be turned up at vertical surfaces as detailed in the Contract Drawings. Omit aggregate on vertical surfaces.

3.06 FIELD QUALITY CONTROL

- A. The Contractor shall engage an authorized inspection or testing agency representative to provide all quality assurance testing and/or inspections.
- B. The Contractor shall provide a minimum of 72 hours' notice to the Public Service Commission for all required inspections and/or testing.
- C. The Contractor's authorized inspection or testing agency representative is only to review completed work for compliance with Project Documents, applicable codes and standards, and/or other tasks allowed by the State of West Virginia's General Conditions of the Construction Contract. He/she is not to provide direction for deviation from the Project Documents.
- D. The Contractor's authorized inspection or testing agency representative shall notify the Contractor's on-site superintendent of any deficiency, deviation from Project Documents, failure to comply with applicable codes and standards, and/or failing test results prior to leaving the Project Site.
- E. The Contractor's authorized inspection or testing agency representative shall provide a formal written report to the Public Service Commission within 72 hours of completing inspections and/or testing. These reports shall include date/time of inspection and/or test performed, name of inspection or testing agency representative, items/materials reviewed or tested, and results of all inspections and testing.

- F. Visual Inspection Required:
 - 1. The Contractor's inspection agency shall verify surface preparation, crack preparation, detail coat application, wet mil application thickness and aggregate application rates.
- G. Field Testing Required:
 - 1. The Contractor's inspection agency testing agency shall verify thickness of coatings during traffic coating application.
- H. If test results show traffic coating materials do not comply with requirements, the Contractor shall remove non-complying materials, prepare surfaces, and reapply traffic coatings at no expense to the Public Service Commission.
- I. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.07 CURING AND PROTECTING

- A. Cure traffic coatings according to manufacturer's written recommendations. Prevent contamination and damage during application and curing stages.
- B. Protect traffic coatings from damage and wear during remainder of construction period.

3.08 CLEANING

A. Remove debris resulting from completion of coating operation from the project site.

END OF SECTION 07 18 00

SECTION 07 19 00

CONCRETE WATER REPELLANT COATING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

- A. The work to be performed includes furnishing all labor, materials, and equipment necessary to apply the specified surface treatment to horizontal concrete surfaces of elevated concrete slabs, with the exception of those on the top level.
- B. Base Bid: Concrete Water Repellant Coating is to be applied as a vertical application at exposed wall surfaces, levels 3 and 3.5.
- C. Add Alternate: Concrete Water Repellant Coating is to be applied to concrete deck surfaces at levels 1.5, 2.0, and 2.5.
- D. References:
 - 1. ICRI Guideline No.310.2R–2013 "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays"
 - 2. ASTM C642-13 "Standard Test Method for Density, Absorption, and Voids in Hardened Concrete"
 - 3. ASTM C672-12 "Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals"
 - 4. ASTM D3278-21 "Standard Test Methods for Flash Point of Liquids by Small Scale Closed-Cup Apparatus"

1.03 RELATED SECTIONS

- A. Section 03 31 00 Concrete Repair
- B. Section 03 75 00 Concrete Routing and Sealing
- C. Section 07 18 00 Traffic Bearing Urethane Coating
- D. Section 07 92 00 Joint Sealants
- E. Section 32 17 23 Parking Deck Markings
- 1.04 PREINSTALLATION MEETINGS
 - A. Preinstallation Conference: Conduct preinstallation conference at the Project site prior to installation of water repellants to review requirements for installation of water repellants, to review locations of application, surface preparation procedures, temporary protection plans, material installation requirements, sequencing of work associated with repellant application, and phasing plans.

West Virginia Public Service Commission Parking Garage Rehabilitation Project

- B. Attendees: Representatives of each entity directly concerned with application of water repellants shall attend, including the following:
 - 1. Contractor's Superintendent.
 - 2. Contractor's Project Manager.
 - 3. Public Service Commission Project Manager.
 - 4. Engineer's Project Manager.
- C. Contractor shall record meeting minutes and distribute, prior to application of water repellants, to all parties in attendance, including the Engineer and Public Service Commission.

1.05 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including material description, technical data, surface preparation, and application instructions.
- B. SDS sheets indicating V.O.C. content and safety precautions.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification data for installers and manufacturers of water repellants to be used on the Project
- B. Warranty: Submit manufacturer's standard warranty form with authorized signatures and endorsements.

1.07 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: The manufacturer shall provide evidence showing a minimum of five (5) years successful experience in the production of single component, water-based alkylalkoxysilane technology. The manufacturer shall be able to demonstrate successful performance on comparable projects.
- B. Applicator's Qualifications: Applicators shall be approved by the manufacturer for application of the submitted products with a history or successful installation on projects of similar size and scope.
- C. Mock-up: Install mock-up at project site using acceptable water repellent system per manufacturer's printed instructions. Obtain Engineer's approval of system, appearance and workmanship standard. Test a small, remote area to assure desired results. Perform water repellent testing and/or analysis required for warranty prior to installation of complete system.
 - 1. Mock-up Size: Five (5) feet by Five (5) feet (Minimum).
 - 2. Maintain mock-up during construction for workmanship standard.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle and protect all products in accordance with the manufacturer's recommendations.
- B. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Delivery: Deliver water repellent materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store and protect water repellent materials from harmful weather conditions and at temperature conditions recommended by manufacturer. Do not allow freezing to occur in storage or shipping. Protect from damage during construction and while stored onsite.

1.09 PROJECT CONDITIONS

- A. Controlling Dust and Debris.
 - 1. The Contractor shall install all protection required to protect existing features to remain and personal property within the garage from damage or degradation during surface preparation and application of water repellants. Any damage to the garage features or personal property shall be remedied by the Contractor at no cost to the Public Service Commission.
 - 2. All exterior protection shall be secured and braced to withstand wind, and other normal loads imposed on the protection.
 - 3. Dust control measures shall be maintained at all times during the Work.
 - 4. Installed coatings shall be protected from dust and debris caused by adjacent work.
- B. Environmental Requirements: In accordance with manufacturer's recommendations, substrates and ambient air temperature shall be 40 degrees F (4 degrees C) or greater and rising at installation time and remain above 40 degrees F for a least 12 hours after installation.
 - 1. Weather Conditions: In accordance with manufacturer's instructions, do not apply water repellents in snow, rain, fog, or mist, or when such conditions are expected. Allow surfaces to attain temperature ranges and conditions recommended by manufacturer before proceeding with installation.
 - 2. Compliance: Follow manufacturer's instructions with regard to safety, health, and other related environmental precautions. Comply with all applicable Federal, State, and Local Environmental Regulations.

PART 2 - PRODUCTS

2.01 PENETRATING WATER REPELLANT

- A. Single-component, water based, clear water repellent, 100% Alkylalkoxysilane active ingredient, VOC compliant.
- B. Performance Requirements: Products require the following performance standards be met or exceeded;
 - 1. Vapor transmission; 106%
 - 2. Water Absorption Test, ASTM C 642, Maximum 0.1% absorption in 48 hour period
 - 3. Scaling Resistance Test, ASTM C 672; (non-air entrained) Results: 0 rating "No Scaling".
 - 4. Percent Active Ingredients 100% alkylalkoxysilane.
 - 5. V.O.C. content: Less than 327 grams/liter.
 - 6. Flash Point: Greater than 104 degrees F.
 - 7. NCHRP 244: Series II Absorbed Chloride Reduction: Minimum of 88%

2.02 CLEANER/DEGREASER

- A. Degreasing solvent shall scour widespread oil and grease films, adhesive tape residues and rubber tire marks and scuffs from concrete floors.
- B. Cleaner/Degreaser shall be compliant with all national, state and district regulations.
- C. VOC content: Less than 0.5%
- PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's most recently published technical bulletins including installation instructions, substrate testing, surface preparation and cleaning, and post installation testing.
- 3.02 EXAMINATIONS
 - A. Verify substrate conditions are acceptable for water repellent system installation in accordance with manufacturer's instructions.
 - 1. General: Determine acceptable removal techniques for contaminants harmful to water repellent performance, such as dust, dirt, grease, oils, curing compounds, form release agents, laitance, efflorescence, existing films and other water repellent coatings.
 - 2. Concrete: Verify concrete substrates have cured to full load bearing capacity (14-28 days).

3. Parking Deck Marking: Existing parking deck marking shall be completely removed and new pavement marking shall be installed and fully cured prior to water repellant coating application in accordance with Specification Section 32 17 23 Pavement Markings.

3.03 PREPARATION

- A. Surfaces to be treated will be cleaned of dust, dirt, oil, grease, coatings, debris and other contaminants in accordance with manufacturer's recommendations.
- B. Perimeter of areas to be coated shall be masked, to avoid coating adjacent surfaces. Protect adjacent work areas and finish surfaces from damage during water repellent system installation.
- C. All patching, caulking, joint sealing, and parking stripping shall be completed prior to application of the water repellant.
- D. Prior to installation, clean substrates of substances that could impair penetration or reaction of water repellent system. Coordinate cleaning and application to avoid contamination of newly treated surfaces. Prepare surfaces as follows:
 - 1. The slab surface shall be broom swept to remove heavy dust and/or debris. Soiled or grease stained surfaces to be sealed shall be cleaned with cleaner/degreaser, as follows:
 - a. Wet the area to be cleaned.
 - b. Dilute degreaser and etch per the manufacturer' specifications and apply to the stained areas by brush or spray.
 - c. Allow the solution to stand, then apply a second coat and scrub the area with a stiff bristle brush.
 - d. Rinse the area with fresh water using low pressure water cleaning equipment
 - e. Repeat the applications as required to remove heavy oil and grease stains.
- E. Substrates shall be clean, dry, sound, and free of contaminants detrimental to water repellent system performance.
 - 1. Remove contaminants by approved methods demonstrated at mock-up.
 - 2. Allow cleaned, damp, or water soaked surfaces to become totally dry before installation.
 - 3. Efflorescence, mold, and mildew shall be treated, neutralized and removed prior to water repellent installation.

3.04 APPLICATION

- A. The coating shall be applied as packaged. Do not dilute or alter the material.
- B. Apply transparent water repellent to properly prepared surfaces indicated. Apply water repellent within time restrictions after mixing and surface preparation as recommended by manufacturer.

- C. Apply water repellent by low pressure spray techniques recommended by manufacturer. Spray equipment shall be equipped with solvent-resistant gaskets and hoses. Maintain the appropriate coverage rates as specified by the product manufacturer.
- D. Caulking, patching, and expansion joint sealants shall be installed prior to application. Allow 6-12 hours for caulking and sealant materials to cure (or until they are set).
- E. Surface, air, and materials temperatures should be maintained between 40°F and 100°F during the application process, or as specified by the manufacturer. Do not perform coating if temperature is expected to fall below 40°F within 12 hours after completion of application.
- F. Surfaces to be treated must be dry. Do not apply if frost, ice, or standing water are visible on the surface to be treated.
- G. Apply single-component, water-based products from the bottom up (on vertical surfaces) with total saturation, providing an 8-12 inch controlled run down. For horizontal application, apply flood coat to saturation working to a wet edge. The product may be poured down followed by brooming with a medium, stiff bristled push broom or equivalent.
- H. Excess coating on the treated surfaces must be broomed out thoroughly until they completely penetrate.
- I. Match approved samples for warrantable performance, appearance, and coverage. Remove, reapply or re-coat work not in compliance with Contract Documents or Manufacturer's Warranty Requirements.
- J. Treated surfaces must be protected from rain and other water for a period of not less than eight (8) hours after application.
- K. Treated surfaces must be protected from excessive foot and/or vehicular traffic for a period of not less than eight (8) hours after application, or until dry. Check for slip hazards before pedestrian and/or vehicular traffic is permitted on the surface.

3.05 FIELD QUALITY CONTROL

- A. The Contractor's third party inspector shall inspect surface preparation for compliance with this Section. Material application rates and the total quantity of material used on the work area shall be recorded. Average application rates per square foot of surface area shall be calculated and compared to that required by the manufacturer. Additional coats shall be applied where the application rates are 5 percent or more less than the specified application rates.
- B. Post Installation Testing: Owner reserves the right to complete recommended testing required by the manufacturer at completion of work to assure warranty requirements, and contract compliance are met.

3.06 CLEANING AND PROTECTION

- A. Remove temporary coverings and protection of adjacent work areas. Remove overspray from windows or areas not intended to be coated with hot soap-water solution.
- B. Remove construction debris resulting from work.

END OF SECTION 07 19 00

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

A. The necessary material, labor, and equipment to install elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates at the locations shown.

1.03 RELATED SECTIONS

- A. Section 01 31 00 "Project Management and Coordination"
- B. Section 03 75 00 "Concrete Routing and Sealing"
- C. Section 07 18 00 "Traffic Bearing Urethane Coating"
- D. Section 07 19 00 "Concrete Water Repellant Coating"

1.04 REFERENCES

- A. ASTM C1021-08(2019) "Standard Practice for Laboratories Engaged in Testing of Building Sealants"
- B. ASTM C920-18 "Standard Specification for Elastomeric Joint Sealants"
- C. ASTM C1193-16 "Standard Guide for Use of Joint Sealants"
- D. ASTM C1248-18 "Standard Test Method for Staining of Porous Substrate by Joint Sealants"
- E. ASTM C1330-18 "Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants"
- F. ASTM C1521-19(2020) "Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints"
- G. ASTM C1021 08(2019) "Standard Practice for Laboratories Engaged in Testing of Building Sealants"

1.05 UNIT PRICES

- A. General: Unit prices include the cost of preparing existing construction to receive work indicated.
- B. Joint Sealants: Work will be paid for by the linear foot.

1.06 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preinstallation conference at the Project site prior to removal of existing sealant material and installation of new joint sealant material to review locations of repairs, demolition procedures, temporary protection plans, material installation requirements, curing requirements, and phasing plans
- B. Attendees: Representatives of each entity directly concerned with concrete repairs shall attend, including the following:
 - 1. Contractor's Superintendent.
 - 2. Contractor's Project Manager.
 - 3. Public Service Commission's Project Manager.
 - 4. Engineer's Project Manager.
- C. Contractor shall record meeting minutes and distribute, prior to placement of patch material, to all parties in attendance, including the Engineer and Public Service Commission.

1.07 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance."
- D. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Warranties: Special warranties specified in this Section.

1.08 INFORMATIONAL SUBMITTALS

- A. Field Test Report Log: For each elastomeric sealant application.
- 1.09 QUALITY ASSURANCE
 - A. Installer Qualifications: An experienced installer who is licensed or approved by the sealant manufacturer and is specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project, and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
 - B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

- C. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint sealant manufacturers for testing indicated below. This testing should determine whether priming and other specific joint preparation techniques are required to obtain optimum adhesion of joint sealants to joint substrates.
- D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
- E. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021, Standard Practice for Laboratories Engaged in Testing of Building Sealants, to conduct the testing indicated.
- F. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C920, Standard Specification for Elastomeric Joint Sealants, and where applicable, to other standard test methods.
- G. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, the Public Service Commission shall engage a qualified testing agency to test the sealant's adhesion to joint substrates as follows:
 - 1. Locate test joints where directed by the Engineer.

Conduct field tests for each application indicated below:

- a. Two tests for each type of elastomeric sealant and joint substrate indicated.
- b. Notify Engineer seven days in advance of dates and times when test joints will be installed.
- c. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
- d. Test Method: Field Applied Sealant Joint Hand Pull Tab, ASTM C1521.
- e. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
- 2. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants with no evidence of adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.10 DELIVERY, STORAGE, AND HANDLING

A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch number. Damaged materials must be removed from the site.

B. Store all materials off the ground and protect from rain, moisture and excessive heat until ready for use.

1.11 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less or more than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.12 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive the Public Service Commission of other rights Public Service Commission may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: To match existing and as selected by Public Service Commission from manufacturer's full range of standard colors. Existing concrete color and installed sealant colors vary and may require that more than a single sealant color be supplied for the project.

2.02 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C920, Standard Specification for Elastomeric Joint Sealants, and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C1248, Standard Test Method for Staining of Porous Substrate by Joint Sealants, and have not stained porous joint substrates indicated for this Project.
- C. Multi–Component, Chemically Curing, Toolable Polyurethane Sealant: For use in all joints.
 - 1. Type: M (multi-component)
 - 2. Grade: NS (non-sag)
 - 3. Class: 50
 - 4. Movement Capability: +/- 50%
 - 5. Use Related to Exposure: T (traffic)

2.03 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: Type C (closed-cell material with a surface skin) per ASTM C 1330 Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants or as required by Manufacturer to ensure proper curing of sealant, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond Breaker Tape: Low density polyethylene tape with rubber pressure sensitive adhesive for use as joint backing material as indicated in the Project Drawings, 11 mils thick and sized as indicated in the Project Drawings

2.04 MISCELLANEOUS MATERIALS

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

PART 3 - PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Verify that future work and surface preparation for coatings that could damage installed sealants is complete. Contractor shall replace all sealants that are damaged or degraded due to execution of coatings or concrete repair after sealant installation.

3.02 PREPARATION

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

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

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply. Joint sealants are to be installed at the following general locations or where required to complete the work.
 - 1. Joints between precast concrete components.
 - a. Between precast double tees.
 - b. Between precast double tee and precast panels
 - c. Between precast panels
 - d. Between precast column and panel
 - 2. Perimeter of concrete repair patches and deck drains.
 - 3. Where shown or indicated in the Contract Drawings.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Backer rods shall be friction fitted to prevent leak out of sealant during cure.
 - 2. Do not leave gaps between ends of sealant backings.
 - 3. Do not stretch, twist, puncture, or tear sealant backings.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

- 1. Place sealants so they directly contact and fully wet joint substrates.
- 2. Completely fill recesses in each joint configuration.
- 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Toolable Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- F. Remove excess sealant from surfaces adjacent to joints.
- G. Do not use tooling agents unless approved in writing by Engineer.
- H. Provide flush joint configuration where indicated per Figure 8B in ASTM C1193, "Standard Guide for Use of Joint Sealants."

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall engage each sealant manufacturer to perform a field inspection of installed sealant joints and adhesion/cohesion testing of installed joints.
- B. The Contractor shall provide a minimum of 72 hours' notice to the Public Service Commission and Engineer prior to inspection by manufacturer's representative to allow for coordination and attendance during the site visit.
- C. The manufacturer's representative shall notify the General Contractor's on-site superintendent of any deficiency, deviation from Project Documents, failure to comply with applicable codes and standards, and/or failing test results prior to leaving the Project Site.
- D. The manufacturer's representative shall provide a formal written report to the Public Service Commission and Engineer within 72 hours of completing inspections and/or testing. These reports shall include date/time of inspection and/or test performed, name of inspection or testing agency representative, items/materials reviewed or tested, and results of all inspections and testing.
- E. Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter, but no fewer than 1 test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab of ASTM C1521, as appropriate for type of joint-sealant application indicated.

- a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
- 3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
- 4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
- 5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
- 6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- F. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

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

3.06 PROTECTION

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

END OF SECTION 07 92 00

SECTION 22 14 13

FACILITY STORM DRAINAGE PIPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 SUMMARY

A. The work shall consist of providing the necessary labor, materials, equipment, shoring, form work, and supervision for replacement of existing drains and pipes.

1.03 RELATED SECTIONS

- A. Section 02 41 19 "Selective Demolition"
- B. Section 02 07 50 "Concrete Removal Mechanical Impact"
- C. Section 03 31 00 "Concrete Repair"
- D. Section 07 18 00 "Traffic Bearing Urethane Coating"
- E. Section 07 92 00 "Joint Sealants"

1.04 REFERENCES

- A. ASTM A53/A53M-120 "Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless"
- B. ASTM A106/A106M-19a, "Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service"
- C. ASTM F1216-16, "Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube"
- D. ASTM D790-17, "Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials"
- E. ASTM D5813-04(2018), "Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems"
- F. ASME A112.6.4-2003 (R2012), "Roof, Deck, and Balcony Drains"
- G. ASME B1.20.1-2013 (R2018), "Pipe Threads, General Purpose, Inch"
- H. AWWA C219-17, "Bolted Sleeve-Type Coupling for Plain End Pipe"
- I. AWWA C606-15, "Grooved and Shouldered Joints"
- J. MSS SP-69-2003, "Pipe Hangers and Supports- Selection and Application"
- K. ASTM A123 / A123M 17, "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products"

1.05 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
 - 1. Stand Pipes: To withstand water head equal to height of pipe to drain body above.

1.06 SUBMITTALS

- A. Safety Plan: In accordance with Section 01 50 00, "Temporary Facilities and Controls," specifically including procedures to safely perform hot work related to removing and installing new plumbing system.
 - 1. Submittal to be provided for "Information Only"
- B. Shop Drawings for New Pipes: Submit shop drawings that include the pipe geometry, materials, and components for any details required to execute the work, to include but not limited to the following details. Clearly indicate all new components from any existing components.
 - 1. Integration of drain body with traffic bearing urethane coating.
 - 2. Splice detail for new drain leader into existing drain leader

1.07 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

1.08 PROJECT CONDITIONS

- A. Interruption of Existing Storm-Drainage Service: Do not interrupt service to facilities occupied by Public Service Commission or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Public Service Commission no fewer than five (5) days in advance of proposed interruption of storm-drainage service.
 - 2. Do not proceed with interruption of storm-drainage service without Public Service Commission's written permission.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Parking Deck Drains

- 1. 10" diameter parking deck drain with 8" diameter grate opening heavy duty (grates shall have a safe live load rating between 5,000 and 7,500 lbs.) parking deck drain with cast iron body, with integral support flange, bottom outlet threaded, vandal proof secured top grate, sediment bucket, low profile. Provide all hardware required for installation to existing and new piping. Provide all hardware required to connect new drain lines to existing storm sewer lines. All surfaces of the drain body, pipe and grating shall be hotdipped galvanized in accordance with ASTM A123, 0.2 ounces of zinc per sq. ft. Pipe and fittings shall be standard steel or cast iron pipe to match existing. Drains may be shop fabricated or proprietary products.
- B. Perimeter Sealant: Elastomeric sealant per Specification Section 07 92 00 Joint Sealants.
- C. Concrete: Concrete shall comply with Section 03 31 00 Concrete Repair.
- D. Standpipes: Standpipes shall match existing.

PART 3 - EXECUTION

3.01 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains and standpipes during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

3.02 DRAIN RESEALING

- A. Provide alternative methods of drainage while drains are out of service in addition to temporary protection for the parking deck.
- B. Remove deteriorated concrete around drains in accordance with Section 02 07 50 "Concrete Removal-Mechanical Impact."
- C. Repair concrete around drains in accordance with Section 03 31 00 "Concrete Repair" and details in Contract Drawings.
- D. Apply perimeter seal around drains as indicated in Contract Drawings.

3.03 INSTALLATION OF NEW PARKING DECK DRAINS

- A. New Deck drains are to be installed at locations noted on the drawings..
- B. Remove concrete around drains in accordance with appropriate details and Section 02 07 50 "Concrete Removal-Mechanical Impact.
- C. Install new drain body to in accordance with the manufacturer's installation instructions.
- D. Connect new piping to drain leader using couplings recommended by the manufacturer.

E. Do not enclose, cover, or put piping into operation until it is inspected and approved by the Public Service Commission and the Engineer.

3.04 FIELD QUALITY CONTROL

- A. Test new drain leaders and integrations with drain bodies prior to installing finishes that will conceal the drain leaders from view.
- B. Notify Public Service Commission and Engineer at least five (5) days before testing is performed. Perform tests specified below in presence of Public Service Commission and Engineer.
- C. Testing Procedures: Test piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow but with not less than 10' head of water. Water level must not drop for a period of one (1) hour. Inspect joints in piping for leaks.
 - 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 - 2. Leave uncovered and unconcealed new, altered, extended, or replaced piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - 3. Repair leaks and defects with new materials, and retest piping, or portion thereof, until satisfactory results are obtained.
- D. Reports: Prepare inspection reports and distribute to Public Service Commission and Engineer. If failures occurred during testing, report shall include corrective measures to address such failures.
- E. Reinspection: If piping will not pass test or inspection, make required corrections and arrange for reinspection at no cost to the Public Service Commission.

END OF SECTION 22 14 13

SECTION 21 17 23 PARKING DECK MARKINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02 RELATED SECTIONS:

- A. Section 07 18 00 Traffic Bearing Urethane Coating
- B. Section 07 19 00 Concrete Water Repellant Coating

1.03 DESCRIPTION

A. This work includes the replacement of all parking deck markings to match existing.

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preinstallation conference at the Project site prior to installation of parking deck markings or pavement marking mock-up to review locations of installation, surface preparation requirements, temporary protection plans, material installation requirements, curing requirements, and phasing plans
- B. Attendees: Representatives of each entity directly concerned with concrete repairs shall attend, including the following:
 - 1. Contractor's Superintendent.
 - 2. Contractor's Project Manager.
 - 3. Public Service Commission's Project Manager.
 - 4. Engineer's Project Manager.
- C. Contractor shall record meeting minutes and distribute, prior to placement of patch material, to all parties in attendance, including the Engineer and Public Service Commission.

1.05 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including material description, technical data, surface preparation, and application instructions.
- B. Safety Data Sheets (SDS) indicating VOC content and safety precautions.
- C. Shop Drawings: Indicate parking deck markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

- D. Sequencing and Phasing Plan: Contractor shall submit phasing plan showing areas of work, staging areas and project scheduling. Plan shall indicate the dates each parking space will not be available for the public use.
- E. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches square.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification data for installers and manufacturer of parking deck marking paint to be used on the Project.
- B. Qualification data for manufacturer of parking deck marking paint.
- C. Warranty: Submit manufacturer's standard warranty form with authorized signatures and endorsements.

1.07 QUALITY ASSURANCE

A. Mockups: Contractor shall notify Engineer and Public Service Commission after the first five (5) parking stalls have been striped. Contractor shall not proceed further with parking deck marking until Engineer and Public Service Commission approve mockup.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Procurement: Comply with Manufacturer's ordering instruction and lead-time requirements to avoid construction delays.
- B. Delivery: Materials shall be delivered in original sealed containers bearing UL labels. Seals shall be unbroken and bearing manufacturer's labels showing the following:
 - 1. Manufacturer's brand name.
 - 2. Type of material.
 - 3. Directions for storage.
 - 4. Date of manufacture and shelf life.
 - 5. Lot or batch number.
 - 6. Mixing and application instructions.
 - 7. Color.
- C. Storage and Handling: Handle products to avoid damage to container. Store materials in a clean, dry location protected from exposure to direct sunlight. In storage areas, maintain environmental conditions within range recommended in writing by manufacturer.

1.09 PROJECT CONDITIONS

A. Environmental Conditions:

- 1. Apply parking deck marking paint within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic marking paint to damp or wet substrates or when temperatures are below 50°F.
- 2. Do not apply parking deck marking paint in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period.
- B. Protection:
 - 1. Take appropriate safety precautions for personnel. Prior to starting work, read and follow the SDS and container labels for detailed health and safety information.
 - 2. Keep products away from heat, sparks and flames. Do not allow the use of spark producing equipment during application and until vapors are gone. Post "No Smoking" signs.
 - 3. After completion of application, do not allow traffic on painted surfaces for a period of at least 72 hours at 75°F and 50% relative humidity, or until completely cured. Provide additional curing time as recommended by the Manufacturer for cool-weather or humid conditions.
 - 4. Protect plants, vegetation, and animals which might be affected by paint. Use drop cloths or masking as required.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Parking deck-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; color complying with FS TT-P-1952.
 - 1. Color: Yellow to match existing.
 - 2. Material Compatibility: Allow for sufficient cure time and *verify marking paint is compatible with the installed traffic bearing membrane* in accordance with manufacturer recommendations. Perform adhesion testing as recommended by manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that parking deck is dry and in suitable condition to begin parking deck marking according to manufacturer's written instructions.
- B. Proceed with parking deck marking only after unsatisfactory conditions have been corrected.

3.02 PARKING DECK MARKING

- A. General: Scope of parking deck marking is intended to replace existing marking. Do not alter or change the number of parking spaces or parking locations designated for handicapped parking from existing.
- B. Existing parking deck marking shall be completely removed or coated over to accept new parking deck marking paint. Existing markings shall not be visible through new coatings and markings.
- C. Do not apply parking deck-marking paint until layout, colors, and placement have been verified with Engineer.
- D. Allow traffic bearing membrane to fully cure before starting parking deck marking.
- E. Sweep and clean surface to eliminate loose material and dust.
- F. Apply paint with mechanical equipment to produce parking deck markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
- G. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to parking deck. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.

3.03 PROTECTING AND CLEANING

- A. Protect parking deck markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall engage the manufacturer to perform a field inspection of installed traffic marking paint.
- B. The Contractor shall provide a minimum of 72 hours' notice to the Public Service Commission and Engineer prior to inspection by manufacturer's representative to allow for coordination and attendance during the site visit.
- C. The manufacturer's representative shall notify the Contractor's on-site superintendent of any deficiency, deviation from Project Documents, failure to comply with applicable codes and standards, and/or failing test results prior to leaving the Project Site.
- D. The manufacturer's representative shall provide a formal written report to the Public Service Commission and Engineer within 72 hours of completing inspections and/or testing. These reports shall include date/time of inspection and/or test performed, name of inspection or testing agency representative, items/materials reviewed or tested, and results of all inspections and testing.

END OF SECTION 32 17 23