

CONTRACT DOCUMENTS  
PROJECT MANUAL

# PRECONSTRUCTION SITE WORK

FOR

## NEW HAMPTON COMMUNITY SCHOOL DISTRICT 5-6/7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS AT THE EXISTING HIGH SCHOOL FACILITY

---

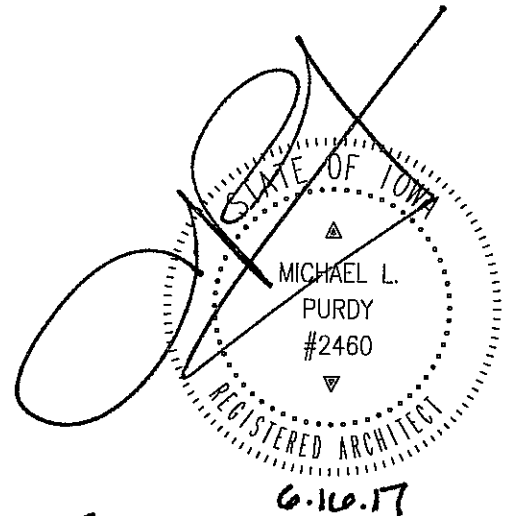
710 WEST MAIN STREET  
NEW HAMPTON, IOWA

PROJECT 16015

06.16.17

**FACILITIES COST  
MANAGEMENT  
GROUP LLC**

406 South 12th Street Suite 310  
Omaha - Nebraska - 68102  
402.348.3130 Fax 402.348.3530  
Educational Planning Specialists



*Purdy & Slack*

A R C H I T E C T S

11919 Grant Street Suite 200 Omaha, Nebraska 68164 (402) 496-4448



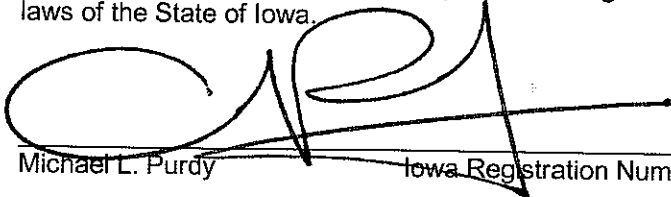
**PROFESSIONAL CERTIFICATION**

**PRECONSTRUCTION SITE WORK**

**NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS  
AT THE EXISTING HIGH SCHOOL FACILITY**

**NEW HAMPTON, IOWA**

I hereby certify that portions of this technical submission described below were prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the State of Iowa.



Michael L. Purdy Iowa Registration Number 2460

Portion of this document covered by this seal: Specifications: Divisions 0 and 1(Architectural).

Date Issued: 6.16.17

SHEET NOT USED

**PROJECT MANUAL**  
**PRECONSTRUCTION SITE WORK**  
**FOR**  
**NEW HAMPTON COMMUNITY SCHOOL DISTRICT**  
**5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS**  
**AT THE EXISTING HIGH SCHOOL FACILITY**  
**NEW HAMPTON, IOWA**

**OWNER**

NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
710 WEST MAIN STREET  
NEW HAMPTON, IOWA 50659  
Phone 641-394-2134  
Fax 641-394-2921

**OWNER REPRESENTATIVE/PROJECT MANAGER**

FACILITIES COST MANAGEMENT GROUP LLC  
406 SOUTH 12TH STREET, SUITE 300  
OMAHA, NE 68102  
Phone 402-346-3130  
Fax 402-346-3530  
Attn: Annette Zeplin  
Email: [azeplin@fcm-group.net](mailto:azeplin@fcm-group.net)

**TECHNICAL SERVICES ARCHITECT**

(Responsible for Specifications of Divisions 0 and 1)  
PURDY & SLACK ARCHITECTS, P.C.  
11919 GRANT STREET, SUITE 200  
OMAHA, NEBRASKA 68164  
Phone: 402-496-4448  
Fax: 402-496-9522  
Attn: MICHAEL L. PURDY  
Email: [mpurdy@purdyandslack.com](mailto:mpurdy@purdyandslack.com)

**CIVIL ENGINEER**

(Responsible for Specifications on the Civil Drawings)  
Thompson, Dreessen & Dorner, Inc.  
10836 Old Mill Road  
Omaha, Nebraska 68154  
Phone: 402-330-8860  
Fax: 402-330-5866  
Attn: Ben Drews  
Email: [BDrews@TD2CO.com](mailto:BDrews@TD2CO.com)

SHEET NOT USED

**NEW HAMPTON COMMUNITY SCHOOL DISTRICT**  
**PRECONSTRUCTION SITE WORK**  
**FOR**  
**5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS**  
**AT EXISTING HIGH SCHOOL FACILITY**

**TABLE OF CONTENTS**

**DIVISION 0 - BIDDING REQUIREMENTS**

Professional Certification	PC - 1 to 2
Title Page	T1 - 1 to 2
Table of Contents	TC1 - 1 to 2
Section 00031 - Advertisement To Bid	00031 - 1 to 2
Section 00101 - Instructions To Bidders	00101 - 1 to 4
Section 00111 - Bidders Request for Substitutions Prior To Bidding	00111 - 1 to 2
Section 00221 - Geotechnical Engineering Report	00221 - 1 to 2
Section 00300 - Bid Form for Preconstruction Site Work	00300 - 1 to 4
Section 00501 - Sample Agreement Between Owner & Contractor (AIA101)	00501 - 1 to 8
Section 00701 - General Conditions (AIA 201)	00701 - 1 to 44
Section 00851 - Drawing Index	00851 - 1 to 2

**DIVISION 1 - GENERAL REQUIREMENTS**

Section 01011 - Summary of Work	01011 - 1 to 2
Section 01031 - Alternates	01031 - 1 to 2
Section 01301 - Shop Drawings, Samples & Project Data (Submittals)	01301 - 1 to 6
Section 01371 - Schedule of Values and Project Schedule	01371 - 1 to 2
Section 01401 - Quality Control	01401 - 1 to 4
Section 01501 - Temporary Facilities	01501 - 1 to 2
Section 01701 - Contract Closeout	01701 - 1 to 2
Section 01741 - Warranties and Guarantees	01741 - 1 to 2

**DIVISION 2 - SITE WORK**

Site Demolition Specifications - See Civil Drawing C1.0 and C6.0.  
Earthwork Specifications - See Civil Drawings C2.0, C2.1, C2.2 and C6.0.  
Soil Erosion and Sediment Control Specifications - See Civil Drawings C2.0, C2.1, C2.2 and C6.0.  
Utility Specifications - See Civil Drawings C3.0 and C6.0  
Paving Specifications - See Civil Drawings C4.0 and C6.0  
Post-Construction Stormwater Management Plan (PCSMP) Specifications - See Civil Drawings C5.0 and C6.0

**DIVISION 3 - CONCRETE**

Not Used

**DIVISION 4 - MASONRY**

Not Used

**DIVISION 5 - METALS**

Not Used

**DIVISION 6 - WOOD AND PLASTICS**

Not Used

**DIVISION 7 - THERMAL & MOISTURE PROTECTION**

Not Used

**DIVISION 8 - DOORS AND WINDOWS**

Not Used

**DIVISION 9 - FINISHES**

Not Used

**DIVISION 10 - SPECIALTIES**

Not Used

**DIVISION 11 - EQUIPMENT**

Not Used

**DIVISION 12 - FURNISHINGS**

Not Used

**DIVISION 13 -SPECIAL CONSTRUCTION**

Not Used

**DIVISION 14 - CONVEYING SYSTEMS**

Not Used

**DIVISION 21 - FIRE SUPPRESSION**

Not Used

**DIVISION 22 - PLUMBING**

Not Used

**DIVISION 23 - HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**

Not Used

**DIVISION 26 - ELECTRICAL**

Not Used

END OF TABLE OF CONTENTS



**SECTION 00031**

**ADVERTISEMENT TO BID**

**PRECONSTRUCTION SITE WORK**

FOR

**NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS  
AT THE EXISTING HIGH SCHOOL FACILITY**

**NEW HAMPTON, IOWA**

New Hampton Community School District's Preconstruction Site Work, for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility, New Hampton, Iowa.

The Board of Directors of the New Hampton Community School District will receive bids for Preconstruction Site Work for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility Project, New Hampton, Iowa. Bid must be on a Lump Sum Basis.

**BID OPENING: 2:00 PM CDT, on Tuesday, July 11th, 2017 at the New Hampton Community School District Business Office, New Hampton, Iowa.**

Sealed bids for Preconstruction Site Work will be received until 2:00 PM CDT on Tuesday, July 11th, 2017, at the New Hampton Community School District Business Office, located at 710 West Main Street, New Hampton, Iowa, 50659. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud in the Cafeteria, 710 West Main, New Hampton, Iowa, commencing at approximately 2:05 PM CDT following receipt of bids.

Preconstruction Site Work bids shall be made in accordance with forms referenced to and/or made a part of the proposed contract documents. Bids shall be submitted in a sealed envelope addressed to New Hampton Community School District Business Office, located at 710 West Main Street, New Hampton, Iowa, 50659. Bid envelopes shall be clearly marked on the outside lower left corner "PRECONSTRUCTION SITE WORK BID ENCLOSED". Full responsibility for the delivery of mailed bids prior to the deadline for receiving bids rests with the Bidder. No oral or facsimile bids will be considered.

Bidders may examine and/or obtain Preconstruction Site Work bid documents at the office of the Owner Representative/Project Manager, Facilities Cost Management Group, LLC, 406 South 12th Street, Suite 310, Omaha, Nebraska 68102 on or about June 19th, 2017, between the hours of 8:00 AM to 12:00 NOON and 1:00 PM to 5:00 PM, Monday through Friday, upon depositing a refundable deposit in the sum of fifty dollars (\$50.00) for the set of documents. A separate non-refundable handling fee of forty dollars (\$40.00) is required for each set of plans shipped by delivery carrier.

The entire refundable deposit(s) will be refunded upon the return of the documents, in good condition, within Thirty (30) days after bid opening.

A pre-bid conference for potential bidders will be held in the Cafeteria of the New Hampton Community School District High School Facility, 710 West Main, New Hampton, Iowa and is scheduled to start at 1:00 PM CDT on Thursday, June 29th, 2017.

Bid Security, payable to New Hampton Community School District, must accompany each bid in accord with the Instructions to Bidders.

1. Certified check, cashier's check, or draft drawn on a State or National Bank in the amount of five percent (5%) of the Bidder's Base Bid including add Alternates or;
2. Bid Bond, prepared on AIA Form 310, issued by a Surety authorized to do business in the State where the project is located and acceptable to the Owner in the amount of five percent (5%) of the Bidder's Base Bid including add Alternates.

The successful Bidder shall be required to furnish a contract performance bond and a labor and materials payment bond in the penal amount of one hundred percent (100%) of the contract price as originally bid or subsequently modified.

No Bidder may withdraw a bid until 45 days after the bid opening. The Owner may, at its own discretion, consent to a Contractor withdrawing their bid after reviewing a written request from the Contractor explaining in detail the cause for the withdrawal request, but shall not be obligated to grant such consent. Such Owner consent will be provided in writing, if granted. Alternates are to be held open for 90 days. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

The award of the Contract may be made by the Owner to the lowest responsible bidder in accordance with the Contract Documents. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such Contract or Contracts as shall be deemed in the best interest of the New Hampton Community School District.

All bids will be governed by applicable provisions in the Iowa Code.

New Hampton Community School District  
New Hampton, Iowa  
Mr. Jay Jurrens, Superintendent of Schools

END OF SECTION

## SECTION 00101

### INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these Instructions to Bidders.

#### 1.01 DEFINITION

- A. Bidding Documents, include the Instructions to Bidders, Bid Form(s), other sample bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids.

#### 1.02 BIDDING DOCUMENTS

- A. Bidders may examine and/or obtain Preconstruction Site Work bid documents at the office of the Owner Representative/Project Manager, Facilities Cost Management Group, LLC, 406 South 12th Street, Suite 310, Omaha, Nebraska 68102 on or about June 19th, 2017, between the hours of 8:00 AM to 12:00 NOON and 1:00 PM to 5:00 PM, Monday through Friday, upon depositing a refundable deposit in the sum of one hundred dollars (\$50.00) for the set of documents. A separate non-refundable handling fee of forty dollars (\$40.00) is required for each set of plans shipped by delivery carrier.

#### 1.03 QUESTIONS AND INTERPRETATIONS

- A. Submit questions about Preconstruction Site Work Bidding Documents to the Technical Services Architect only ( Technical Services Architect will then forward questions to the Architects Consultants/Engineers as needed). All questions shall be submitted by email only (to Michael Purdy, email address [mpurdy@purdyandslack.com](mailto:mpurdy@purdyandslack.com). Please include "New Hampton" in the subject line of the email. Replies will be issued to Bidders of record as Addenda to the Bidding Documents. The Owner Representative/Project Manager, Technical Services Architect or the Owner will not be responsible for oral clarifications. Questions received less than ninety six (96) hours before the Bid date and hour cannot be answered.
- B. **SUBSTITUTIONS:** To obtain approval to use unspecified products or procedures, Bidders shall submit written requests (in accordance with Section 00110) at least ten (10) calendar days before the Bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product or procedure for which approval is asked, including all data necessary to demonstrate acceptability. If the product or procedure is acceptable, the Technical Services Architect will approve it in an Addendum issued to Contractors of record.

#### 1.04 CONDITIONS OF WORK

- A. **EXAMINATION:** Bidders shall carefully examine the Bidding Documents and construction site to obtain first hand knowledge of existing conditions. The Contractors will not be given extra payments for conditions which can be determined by examining the site and Bidding Documents.
- B. Contact the Owner Representative/Project Manager to schedule a time to examine the site.

#### 1.05 SPECIAL EXEMPTION CERTIFICATE(S) FOR SALES TAX

- A. The Owner (A designated sales tax exempt entity) will issue special exemption certificates to contractors, subcontractors and material suppliers allowing them to purchase or withdraw from inventory materials for this contract free from State and Local sales and use tax.

## 1.06 VOLUNTARY SUBSTITUTIONS

- A. Bidder desiring approval of material or equipment not specified must comply with Section 00110. In addition voluntary substitutions, where particular voluntary substitutions products which are of the same or better quality than those specified, may be included on the Bid Form in the spaces listed for voluntary substitutions. Indicate any voluntary substitutions in the appropriate space; fill in all information. Voluntary substitutions will not be considered when making an award on the contract, and will, at the sole discretion of the Owner, be approved by Change Order after execution of the contract.

## 1.07 BIDDING PROCEDURE

### A. PREPARATION OF BIDS:

1. Bids shall be submitted on unaltered Bid Forms furnished in the Project Manual.
2. Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of incorporation, and shall have the seal affixed. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
3. Fill in all blank spaces for bid amounts, alternates, dates and all Bidder Owner information, in ink or typewritten words, and submit one (1) copy. The Bidder must include all Alternates shown on the Bid Form (if not applicable, write ZERO (\$0.00)). No segregated or qualified bids will be accepted.
4. Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
5. The Bidder shall **not** include State or Local Sales Tax and Use Tax in his or her bid per requirements of Paragraph 1.06 of this section.

### B. BID SECURITY:

1. Cash or certified check, cashier's check, money order, or bank draft payable to the New Hampton Community School District in the amount of five percent (5%) of the amount of the Base Bid, or a Bid Bond executed by the bidder in the amount of five percent (5%) of the amount of the Base Bid plus add alternates (if any), shall be submitted with each bid.
2. If, within ten (10) days after notice of acceptance of his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, as described in these Instructions to Bidder, for the faithful performance of the Contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
3. If a Bid Bond is submitted, it shall be issued by a surety company authorized by the State of Iowa to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310 and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
4. Bid Security of the three (3) lowest Bidders will be retained until specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.
5. Bid Security shall be enclosed with the Bid.

### C. SUBMISSION OF BIDS:

1. Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidders name and address and the Project name.
2. Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "PRECONSTRUCTION SITE WORK BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the Bid Form.
3. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will be returned unopened.

**D. MODIFICATION OR WITHDRAWAL OF BID:**

1. A Bid may not be modified, withdrawn, or canceled by the Bidder until forty five (45) days after the time and date for receipt of Bids. Alternates are to be held open for ninety (90) days.
2. Prior to the time and date for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. Modifications shall be so worded so not to reveal the amount of the original Bid.
3. Withdrawn Bids may be re-submitted up to the time designated for the receipt of Bids.

**1.08 CONSIDERATION OF BIDS**

- A. **OPENING OF BIDS:** Bids will be publicly opened and read aloud.
- B. **REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES:** The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required security or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received and further reserves the right to award the contracts to the lowest responsible bidder as may be defined and determined by the Owner.
- C. **ACCEPTANCE OF BID:**
1. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
  2. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.

**1.09 QUALIFICATION OF CONTRACTORS**

- A. **QUALIFICATION STATEMENT:** The Owner may require any Bidder to submit to the Owner Representative/Project Manager a properly executed Contractor's Qualification Statement on AIA Document A305. In the event the Bidder is a business entity either formed and/or changed in majority ownership within four years prior to receipt of the bids, such bidder shall be required to submit a fully completed contractor qualification statement to the Owner Representative/Project Manager not less than three working days prior to receipt the bids. The Owner specifically reserves the right to disqualify any bidder which, at the sole discretion of the owner, is a business entity which appears to lack adequate experience, quality control and overall success in fully completing projects of a similar scope to the projects addressed in these contract documents.
- B. **DISQUALIFICATION:** The Owner reserves the right to disqualify Bids, before and after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

**1.10 POST-BID INFORMATION AND SUBMITTALS**

- A. **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND** covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate to the Owner Representative/Project Manager, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the owner and properly licensed in the State of Iowa, and shall be on AIA Document A312.

- B. FORM OF AGREEMENT(S) FOR THE WORK for the Project will be written on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101, 2007 edition as modified per the sample agreement in Section 00501 of the Project Manual.

END OF SECTION

## SECTION 00111

### BIDDERS REQUEST FOR SUBSTITUTIONS PRIOR TO BIDDING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all work and services for furnishing, submitting, processing and handling of requests for substitutions prior to the bidding. Any substitution must be in accord with provisions of Contract Documents.
- B. Completely coordinate with work of other trades.
- C. See appropriate sections for specific items.
- D. See General Conditions for additional information.

##### 1.02 PRODUCT SELECTION - GENERAL

- A. Base all bids on materials, equipment and procedures specified.
- B. Certain types of equipment and kinds of material are described in specifications by means of trade names, catalog numbers and/or manufacturer's names. This is not intended to exclude from consideration other items which may be capable of accomplishing purpose indicated.
- C. Other types of equipment and kinds of material may be acceptable to Owner and Owner Representative/Project Manager.
- D. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.
- E. Equipment and materials, if not specifically indicated must be approved in writing by Owner Representative/Project Manager and be agreed upon by Owner prior to letting of Contract.
- F. Owner Representative/Project Manager reserves right to require substitutions to comply color and pattern-wise with base specified items.
- G. No substitution permitted after letting of Contract, except as indicated in Section 01641.
- H. Conditional bids and voluntary alternates will not be considered.

##### 1.03 REQUESTS FOR SUBSTITUTION

- A. Only written requests with complete submittal data will be considered. Requests must be received at least 10 calendar days prior to bid date. Requests received late will not be considered.
- B. Submit request in three copies to the Technical Services Architect's address indicated on title page.
- C. In making request for substitution, or in using an approved substitute item, Contractor represents:
  - 1. He has investigated proposed product or method, and has determined that it is equal or superior in all respects to that specified, and that it will perform intended function.
  - 2. He will provide same guarantee for substitute item as for product or method specified.
  - 3. He will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.

4. He waives all claims for additional costs or time related to substitution which subsequently become apparent.
  5. Acknowledge acceptance of these provisions in request.
- D. Addenda listing approved substitutions will be published. No verbal or written approvals other than by Addenda will be valid.

#### **1.04 SUBSTITUTION PRIOR TO BIDDING SUBMITTAL DATA**

- A. Complete data substantiating compliance of proposed substitution with Contract Documents.
- B. For products:
  1. Product identification, including manufacturer's name.
  2. Manufacturer's literature, marked to indicate specific model, type, size, and options to be considered:
    - a. Product description.
    - b. Performance and test data.
    - c. Reference standards.
    - d. Difference in power demand, air quantities, etc.
    - e. Dimensional differences from specified unit.
  3. Full size samples if requested. Owner Representative/Project Manager reserves right to impound sample until physical units are installed on project for comparison purposes. Requested pay all costs of furnishing and return of samples. Owner Representative/ Project Manager is not responsible for loss of, or damage to, samples.
- C. For construction methods:
  1. Detailed description of proposed method.
  2. Illustrate on drawings.
- D. Itemized comparison of proposed substitute to specified item.
- E. Data relating to changes in construction schedule.
- F. Cost of proposed substitution in comparison with product or method specified.

#### **1.05 REJECTION OF SUBSTITUTIONS**

- A. Substitutions will not be considered if:
  1. They are not submitted in accord with this Section.
  2. Acceptance will require substantial revision of Contract Documents, or building spaces.
  3. Request for substitution does not indicate specific item for which request is submitted. Acceptance of manufacturer only will not be made.

END OF SECTION



## SECTION 00221

### GEOTECHNICAL ENGINEERING REPORT

#### PART 1 - GENERAL

##### 1.01 GEOTECHNICAL ENGINEERING REPORT

- A. A Geotechnical Engineering Report, dated March 22, 2017, and Addendum Report, dated June 8<sup>th</sup>, 2017, has been prepared for the project by Terracon Consultants, Inc., 3105 Capital Way, Suite 5, Cedar Falls, Iowa, 50613. Attn: Jason P. Heinz, P.E., 319-277-4016. (Terracon Project No. 13175016.01).
- B. No representation or warranty is made by the Owner, Owner Representative/Project Manager, Technical Services Architect, Structural Engineer or any other party regarding completeness, adequacy or contents of the Geotechnical Engineering Report.

##### 1.02 AVAILABILITY

- A. Copies of the Geotechnical Engineering Report may be reviewed at the office of the testing laboratory, the office of the Owner Representative/Project Manager and the Technical Services Architect's office.
- B. Copies of the Geotechnical Engineering Report may be requested at the office of the Owner Representative/Project Manager.
- C. Samples of the recovered core borings may also be observed at the office of testing laboratory.

##### 1.03 BIDDER RESPONSIBILITY

- A. Bidders using Geotechnical Engineering Report information described in the report accept full responsibility for its use in preparing bids.
- B. Bidder is responsible to obtain, at his expense, any additional information necessary to bid and perform the work.

END OF SECTION

SHEET NOT USED

SECTION 00300

BID FORM  
FOR  
PRECONSTRUCTION SITE WORK  
NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS  
AT THE EXISTING HIGH SCHOOL FACILITY  
NEW HAMPTON, IOWA

Bid of \_\_\_\_\_

(hereinafter called "Bidder") a \* \_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_

and doing business as \*\* \_\_\_\_\_

\* Insert corporation, partnership, or individual, as applicable.

\*\* Insert trade or business name.

TO: Mr. Jay Jurrens  
Superintendent of Schools  
New Hampton Community School District  
710 West Main Street  
New Hampton, Iowa 50659

The Bidder acknowledges that he has received and familiarized himself with the following:

Project Manual: Divisions 0 and 1.

Drawings: Drawings: TS.1, C0.0, C1.0, C2.0, C2.1, C2.2, C3.0, C4.0 and C5.0. (9 total drawings).

Addenda No. \_\_\_\_\_ through \_\_\_\_\_.

The Bidder further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the Bidder agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the New Hampton Community School District's Preconstruction Site Work, for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility, New Hampton, Iowa, in accordance with the Bidding Documents prepared by Purdy & Slack Architects P.C., for the consideration hereinafter set forth.
2. To hold his Base Bid open for Forty Five (45) days and, if selected as the Contractor for the project, hold Alternates open for ninety (90) days, for the project, after the receipt of Bids and to accept the provisions of the Instruction to Bidders regarding disposition of Bid Security.
3. To coordinate with the Owner as it relates to the Owners work at the site.
4. To enter into and execute a Contract (Agreement), per sample "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum" as modified in Section 00501 of the Project Manual, if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the General Conditions and General Requirements of the Contract, and to deliver an executed Agreement and Bonds to the Owner within ten (10) days after notification of award.

5. To complete the New Hampton Community School District's Preconstruction Site Work, for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility, New Hampton, Iowa project on or before October 14th, 2017 in accordance with the schedule detailed in paragraph 1.04 of Section 01011 with the understanding that the Owner intends to issue Contracts and/or Notices to Proceed as soon as they deem practically possible following receipt of the bids and in accordance with paragraph 2 above.

**PRECONSTRUCTION SITE WORK FOR THE NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
5-6 / 7-8 MIDDLE SCHOOL AND HIGH SCHOOL ADDITIONS AT THE EXISTING HIGH SCHOOL  
FACILITY - LUMP SUM BASE BID:**

The Bidder hereby proposes and agrees to perform the foregoing for the Lump Sum of

\_\_\_\_\_

\_\_\_\_\_

dollars (\$ \_\_\_\_\_). (Amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.)

**TAXES:** The Contractor acknowledges that sales and use tax are **NOT** included in the above Lump Sum Base Bids. See Section 00101, Page 2, 1.06.A.

**OVERHEAD AND PROFIT MARGINS:** Subparagraph 7.2.3 of Section 00701 - General Conditions of the Contract for Construction stipulates the method for establishing costs for additive Change Orders. In the space provided below, indicate the Bidder's Overhead and Profit margin for additive Change Orders. Subject to review prior to final contract. Total overhead and profit not to exceed 15%.

Overhead \_\_\_\_\_%

Profit \_\_\_\_\_%

**ALTERNATES:** The above Lump Sum Base Bid may be modified in accordance with the following Alternates (as described in Section 01031) as may be accepted by the Owner:  
(Bidder: The following Alternates shall be expressed in words and figures as an Add or Deduct to the Base Bid. In case of a discrepancy, the amount shown in words will govern.)

**EXTERIOR STORM SEWER AND DETENTION POND**

**ALTERNATE NO. 1:** Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**WATER LINE RELOCATION AND FIRE HYDRANTS**

**ALTERNATE NO. 2:** Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**NEW SITE PAVING - WEST DRIVE/SIDEWALK AND SOUTH SIDEWALK TO FOOTBALL FIELD**

**ALTERNATE NO. 3:** Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**OVEREXCAVATION FOR FUTURE WRESTLING ROOM**

**ALTERNATE NO. 4:** Add the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**UNIT PRICES:** As an integral part of this Bid the undersigned represents that the following unit prices includes labor, materials, profit and overhead for each category listed.

A. **CREDIT FOR LESS EXCAVATION**  
 (Per Note 15 on Sheet C2.0 - Overexcavation Plan)  
**(PRICE PER CUBIC YARD)** \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

B. **COST FOR EXTRA EXCAVATION**  
 (Per Note 15 on Sheet C2.0 - Overexcavation Plan)  
**(PRICE PER CUBIC YARD)** \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

**VOLUNTARY SUBSTITUTIONS:** The undersigned proposes the following voluntary substitutions:

PRODUCT	MANUFACTURER	MODEL	DIFFERENCE IN COST
_____	_____	_____	Add/Deduct \$ _____
_____	_____	_____	Add/Deduct \$ _____

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Name of Bidder

\_\_\_\_\_  
 Address of Bidder

\_\_\_\_\_  
 Authorized Officer's Signature

\_\_\_\_\_  
 Authorized Officer's Name (Printed)

\_\_\_\_\_  
 Area Code/Telephone Number

\_\_\_\_\_  
 Area Code/FAX Number

\_\_\_\_\_  
 Email Address

SHEET NOT USED



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

AGREEMENT made as of the ??? day of July in the year Two Thousand Seventeen (2017).

*(In words, indicate day, month and year)*

BETWEEN the Owner:

*(Name, address and other information)*

New Hampton Community School District  
710 West Main Street  
New Hampton, Iowa 50659

and the Contractor:

*(Name, address and other information)*

To Be Determined

for the following Project:

*(Name, location, and detailed description)*

Preconstruction Site Work for  
New Hampton Community School District  
5-6/7-8 Middle School and High School Additions  
At the Existing High School Facility  
New Hampton, Iowa

THE OWNER REPRESENTATIVE/PROJECT MANAGER,  
(HEREAFTER REFERENCED AS ARCHITECT):

*(Name, address and other information)*

Facilities Cost Management Group, LLC  
406 South 12<sup>th</sup> Street, Suite 300  
Omaha, Nebraska 68102

THE TECHNICAL SERVICES ARCHITECT,  
(A CONSULTANT TO THE OWNER REPRESENTATIVE/PROJECT MANAGER):

*(Name, address and other information)*

Purdy & Slack Architects, P.C.  
11919 Grant Street, Suite 200  
Omaha, Nebraska 68164

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:49:10 on 06/14/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.

16015A JUNE 2017

00501 - 1

Purdy & Slack Architects, P.C. (863649075)

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than the following:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*



Portion of Work	Substantial Completion Date
Paving for Alternae No. 3	August 31, 2017
Addition Building Pads	September 30th, 2017
Remaining Portions of Project	October 14th, 2017

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One calendar month ending on the fifteenth (15<sup>th</sup>) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20<sup>th</sup> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the third Thursday of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner in the next regular Application for Payment cycle and payment thereof.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Init. / AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:49:10 on 06/14/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent ( 5% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Request for Early Release of Retainage Funds:

Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractor's request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds as outlined in paragraph 5.1.3 above, except it may retain the following:

- .1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.
- .2 An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.

§ 5.1.8.1 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

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

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:49:10 on 06/14/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

Init.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 and Iowa Code Section 573.12.

*(Insert rate of interest agreed upon, if any.)*

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:49:10 on 06/14/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

Init.

5

§ 8.3 The Owner's representative:  
(Name, address and other information)

Facilities Cost Management Group, LLC  
406 South 12<sup>th</sup> Street, Suite 200  
Omaha, Nebraska 68102

§ 8.4 The Contractor's representative:  
(Name, address and other information)

To Be Determined

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

§ 8.6 Other provisions:

None

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract: None  
(Row deleted)

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit "A" - Project Manual - Table of Contents.

(Table deleted)

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit "B" - Section 00851 - Drawing Index.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
To Be Determined.		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

None

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

None

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond  
List Type

Limit of liability or bond amount (\$ 0.00)  
List Amounts

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

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:49:10 on 06/14/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

7

SHEET NOT USED

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## **General Conditions of the Contract for Construction**

for the following PROJECT:

*(Name and location or address)*

Preconstruction Site Work for  
New Hampton Community School District  
5-6/7-8 Middle School and High School Additions  
At the Existing High School Facility  
New Hampton, Iowa

### **THE OWNER:**

*(Name and address)*

New Hampton Community School District  
710 West Main Street  
New Hampton, Iowa 50659

### **THE OWNER REPRESENTATIVE/PROJECT MANAGER, (HEREAFTER REFERENCED AS ARCHITECT):**

*(Name and address)*

Facilities Cost Management Group, LLC  
406 South 12<sup>th</sup> Street, Suite 300  
Omaha, Nebraska 68102

### **THE TECHNICAL SERVICES ARCHITECT, (A CONSULTANT TO THE OWNER REPRESENTATIVE/PROJECT MANAGER):**

*(Name and address)*

Purdy & Slack Architects, P.C.  
11919 Grant Street, Suite 200  
Omaha, Nebraska 68164

### **ADDITIONS AND DELETIONS:**

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

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

### **TABLE OF ARTICLES**

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |

Init.

AIA Document A201<sup>™</sup> – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

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

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 2

Purdy & Slack Architects, P.C.

(1313499491)



## INDEX

(Numbers and Topics in Bold are Section Headings)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

### Accident Prevention

10

### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

### Addenda

1.1.1, 3.11.1

### Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

### Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

### All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10,

11.1.3

### Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

(Paragraphs deleted)

## ARCHITECT

**4**

### Architect, Definition of

**4.1.1**

### Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4,

9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1,

12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

### Architect, Limitations of Authority and

### Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1,

9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

### Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

### Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14,

6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4,

9.9.1, 13.5.2, 15.2, 15.3

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,

3.7.4, 3.7.5, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3,

4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9,

10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for

### Portions of the Work

**5.2**

## Basic Definitions

**1.1**

### Bidding Requirements

1.1.1, 5.2.1, 11.4.1

### Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,

15.3.2

### Boiler and Machinery Insurance

**11.3.2**

### Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

### Building Permit

3.7.1

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

**Capitalization****1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

**Change Orders**

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,

5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,

8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,

12.1.2, 15.1.3

Change Orders, Definition of

**7.2.1****CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,

9.3.1.1, 11.3.9

Claims, Definition of

**15.1.1****CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15

Claims

*(Paragraphs deleted)*

for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for

**3.7.4**

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,

11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

*(Paragraph deleted)***Cleaning Up****3.15, 6.3**

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,

15.1.4

Commencement of the Work, Definition of

**8.1.2**

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 13.7, 14.1.2

**COMPLETION, PAYMENTS AND****9**

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,

12.2, 13.7

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,  
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14.1.1, 14.2.1.3, 15.2.8

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,

9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2

Consolidation or Joinder

**15.4.4****CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, 6

Construction Change Directive, Definition of

**7.3.1**

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

**15.1.3**

Contract, Definition of

**1.1.2****CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating

to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, The

**1.1.1**

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

**1.1.1**

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,

9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,

15.2.5

Contract Sum, Definition of

**9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,

8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2,

15.1.5.1, 15.2.5

Contract Time, Definition of

**8.1.1****CONTRACTOR****3**

Contractor, Definition of

**3.1, 6.1.2**

**Contractor's Construction Schedules**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contractor's Employees**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

**Contractor's Liability Insurance**

**11.1**

**Contractor's Relationship with Separate Contractors and Owner's Forces**

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

**Contractor's Relationship with Subcontractors**

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

**Contractor's Relationship with the Architect**

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

**Contractor's Representations**

3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

**Contractor's Responsibility for Those Performing the Work**

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

**Contractor's Review of Contract Documents**

3.2

**Contractor's Right to Stop the Work**

9.7

**Contractor's Right to Terminate the Contract**

14.1, 15.1.6

**Contractor's Submittals**

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

**Contractor's Superintendent**

3.9, 10.2.6

**Contractor's Supervision and Construction**

**Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

**Contractual Liability Insurance**

11.1.1.8, 11.2

**Coordination and Correlation**

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

**Copies Furnished of Drawings and Specifications**

1.5, 2.2.5, 3.11

**Copyrights**

1.5, 3.17

**Correction of Work**

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost, Definition of**

**7.3.7**

**Costs**

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

**Cutting and Patching**

**3.14, 6.2.5**

**Damage to Construction of Owner or Separate Contractors**

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

**Damage to the Work**

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

**Damages, Claims for**

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

**Damages for Delay**

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

**Date of Commencement of the Work, Definition of**

**8.1.2**

**Date of Substantial Completion, Definition of**

**8.1.3**

**Day, Definition of**

**8.1.4**

**Decisions of the Architect**

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

**Defective or Nonconforming Work, Acceptance, Rejection and Correction of**

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

**Defective Work, Definition of**

**3.5.1**

**Definitions**

1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

**Delays and Extensions of Time**

3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

**Disputes**

6.3.1, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings, Definition of**

**1.1.5**

**Drawings and Specifications, Use and Ownership of**

**3.11**

**Effective Date of Insurance**

8.2.2, 11.1.2

**Emergencies**

10.4, 14.1.1.2, 15.1.4

**Employees, Contractor's**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

**Equipment, Labor, Materials or**

1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

**Execution and Progress of the Work**

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.  
User Notes:

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

#### Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5

#### Failure of Payment

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

#### Faulty Work

(See Defective or Nonconforming Work)

#### Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3

#### Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

#### Fire and Extended Coverage Insurance

11.3.1.1

### GENERAL PROVISIONS

#### 1

#### Governing Law

##### 13.1

Guarantees (See Warranty)

#### Hazardous Materials

10.2.4, 10.3

#### Identification of Subcontractors and Suppliers

5.2.1

#### Indemnification

3.17.1, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

#### Information and Services Required of the Owner

2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### Initial Decision

##### 15.2

#### Initial Decision Maker, Definition of

1.1.8

#### Initial Decision Maker, Decisions

14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

#### Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

#### Injury or Damage to Person or Property

10.2.8, 10.4.1

#### Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5

#### Instructions to Bidders

1.1.1

#### Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

#### Instruments of Service, Definition of

1.1.7

#### Insurance

3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

#### Insurance, Boiler and Machinery

11.3.2

#### Insurance, Contractor's Liability

##### 11.1

Insurance, Effective Date of

8.2.2, 11.1.2

#### Insurance, Loss of Use

##### 11.3.3

#### Insurance, Owner's Liability

##### 11.2

#### Insurance, Property

10.2.5, 11.3

Insurance, Stored Materials

9.3.2, 11.4.1.4

### INSURANCE AND BONDS

#### 11

Insurance Companies, Consent to Partial Occupancy

9.9.1, 11.4.1.5

Insurance Companies, Settlement with

11.4.10

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

#### Interest

##### 13.6

#### Interpretation

1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12, 15.1.4

Judgment on Final Award

15.4.2

#### Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

#### Labor Disputes

8.3.1

#### Laws and Regulations

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,

13.6.1, 14, 15.2.8

#### Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 13.7

#### Limitations of Liability

2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,

4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,

11.1.2, 11.2.1, 11.3.7, 12.2.5, 13.4.2

#### Limitations of Time

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,

9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3,

11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

#### Loss of Use Insurance

##### 11.3.3

#### Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

#### Materials, Hazardous

10.2.4, 10.3

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

Materials, Labor, Equipment and  
 1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,  
 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,  
 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,  
 14.2.1.2  
 Means, Methods, Techniques, Sequences and  
 Procedures of Construction  
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
 Mechanic's Lien  
 2.1.2, 15.2.8  
**Mediation**  
 8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**  
**Minor Changes in the Work**  
 1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**  
**MISCELLANEOUS PROVISIONS**  
**13**  
**Modifications, Definition of**  
**1.1.1**  
 Modifications to the Contract  
 1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1,  
 10.3.2, 11.3.1  
**Mutual Responsibility**  
**6.2**  
**Nonconforming Work, Acceptance of**  
 9.6.6, 9.9.3, **12.3**  
 Nonconforming Work, Rejection and Correction of  
 2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,  
 9.10.4, 12.2.1  
 Notice  
 2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,  
 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,  
 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8  
**Notice, Written**  
 2.3.1, 2.4.1, 3.3.1, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10,  
 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8  
**Notice of Claims**  
 3.7.4, 4.5, 10.2.8, **15.1.2**  
 Notice of Testing and Inspections  
 13.5.1, 13.5.2  
 Observations, Contractor's  
 3.2, 3.7.4  
 Occupancy  
 2.2.2, 9.6.6, 9.8, 11.3.1.5  
 Orders, Written  
 1.1.1, 2.3, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,  
 14.3.1  
**OWNER**  
**2**  
**Owner, Definition of**  
**2.1.1**  
**Owner, Information and Services Required of the**  
 2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,  
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.3, 13.5.1,  
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
 Owner's Authority  
 1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,

7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,  
 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,  
 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7  
 Owner's Financial Capability  
 2.2.1, 13.2.2, 14.1.1.4  
**Owner's Liability Insurance**  
**11.2**  
**Owner's Loss of Use Insurance**  
**11.3.3**  
 Owner's Relationship with Subcontractors  
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2  
**Owner's Right to Carry Out the Work**  
 2.4, 14.2.2  
**Owner's Right to Clean Up**  
**6.3**  
**Owner's Right to Perform Construction and to**  
**Award Separate Contracts**  
**6.1**  
**Owner's Right to Stop the Work**  
**2.3**  
 Owner's Right to Suspend the Work  
 14.3  
 Owner's Right to Terminate the Contract  
 14.2  
**Ownership and Use of Drawings, Specifications**  
**and Other Instruments of Service**  
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17.1,  
 4.2.12, 5.3.1  
**Partial Occupancy or Use**  
 9.6.6, 9.9, 11.3.1.5  
**Patching, Cutting and**  
**3.14, 6.2.5**  
 Patents  
 3.17  
**Payment, Applications for**  
 4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,  
 9.10.1, 14.2.3, 14.2.4, 14.4.3  
**Payment, Certificates for**  
 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,  
 9.10.3, 13.7, 14.1.1.3, 14.2.4  
**Payment, Failure of**  
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
 Payment, Final  
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5,  
 12.3.1, 13.7, 14.2.4, 14.4.3  
**Payment Bond, Performance Bond and**  
**7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4**  
**Payments, Progress**  
 9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3  
**PAYMENTS AND COMPLETION**  
**9**  
 Payments to Subcontractors  
 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2  
 PCB  
 10.3.1  
**Performance Bond and Payment Bond**  
**7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4**

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.  
 User Notes:

**Permits, Fees, Notices and Compliance with Laws**

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF**

**10**

Polychlorinated Biphenyl

10.3.1

**Product Data**, Definition of

3.12.2

**Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.7

**Progress and Completion**

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project**, Definition of the

1.1.4

Project Representatives

4.2.10

**Property Insurance**

10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY**

**10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8

Rejection of Work

3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and

Samples by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14

**Royalties, Patents and Copyrights**

3.17

*(Paragraphs deleted)*

**Safety of Persons and Property**

10.2, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

**Samples**, Definition of

3.12.3

**Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**

3.11

**Schedule of Values**

9.2, 9.3.1

Schedules, Construction

1.4.1.2, 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2

**Shop Drawings**, Definition of

3.12.1

**Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

**Site**, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

**Specifications**, Definition of the

1.1.6

**Specifications, The**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

**Subcontractor**, Definition of

5.1.1

**SUBCONTRACTORS**

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**

6.1.1, 11.4.5, 11.3.7

**Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

**Substantial Completion, Definition of**  
**9.8.1**  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 4.1.3  
 Substitutions of Materials  
 3.4.2, 3.5.1, 7.3.8

**Sub-subcontractor, Definition of**  
**5.1.2**  
 Subsurface Conditions  
 3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
 3.9, 10.2.6

**Supervision and Construction Procedures**  
 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

**Surety**  
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
 Surety, Consent of  
 9.10.2, 9.10.3

**Surveys**  
 2.2.3

**Suspension by the Owner for Convenience**  
**14.3**  
 Suspension of the Work  
 14.3  
 Suspension or Termination of the Contract  
 5.4.1.1, 11.4.9, 14

**Taxes**  
 3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
**14.1**, 15.1.6

**Termination by the Owner for Cause**  
 5.4.1.1, **14.2**, 15.1.6

**Termination by the Owner for Convenience**  
**14.4**  
 Termination of the Architect  
 4.1.3  
 Termination of the Contractor  
 14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**  
**14**

**Tests and Inspections**  
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**

**TIME**  
**8**

**Time, Delays and Extensions of**  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

**Time Limits**

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2

**Time Limits on Claims**  
 3.7.4, 10.2.8, **13.7**, 15.1.2

**Title to Work**  
 9.3.2, 9.3.3

**Transmission of Data in Digital Form**  
**1.6**

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**  
 Unforeseen Conditions, Concealed or Unknown  
 3.7.4, 8.3.1, 10.3

**Unit Prices**  
 7.3.3.2, 7.3.4

**Use of Documents**  
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

**Use of Site**  
**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**  
**9.2**, 9.3.1  
 Waiver of Claims by the Architect  
 13.4.2  
 Waiver of Claims by the Contractor  
 9.10.5, 11.4.7, 13.4.2, 15.1.6  
 Waiver of Claims by the Owner  
 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
 Waiver of Consequential Damages  
 14.2.4, 15.1.6  
 Waiver of Liens  
 9.10.2, 9.10.4

**Waivers of Subrogation**  
 6.1.1, 11.4.5, **11.3.7**

**Warranty**  
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

**Weather Delays**  
 15.1.5.2

**Work, Definition of**  
**1.1.3**  
 Written Consent  
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2

**Written Interpretations**  
 4.2.11, 4.2.12

**Written Notice**  
 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

## 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. The Contract Documents also include the bidding requirements (advertisement or invitation to bid and Instruction to Bidders). Unless specifically enumerated in the agreements, the Contract Documents do not include sample forms and the Contractor's Bid.

#### § 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.

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Project Manual is the volume which includes the Bidding Requirements, sample forms, and certain items of the Contract Document such as the Conditions of the Contract and the Specifications.

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)



**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

§ 1.2.4 Conflicts or discrepancies within the Contract Documents shall be resolved in the following order of priority:

- .1 The Agreement.
- .2 Amendments and revisions of later date take precedence over those of earlier date.
- .3 The General Conditions.
- .4 Drawings and Specifications: In the event of ambiguity in quantity or quality the greater quantity and the better quality shall govern.

**§ 1.3 CAPITALIZATION**

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

**§ 1.4 INTERPRETATION**

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

**§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

*(Paragraph deleted)*

**§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

## § 1.7 EXECUTION OF CONTRACT DOCUMENTS

§ 1.7.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request. No contract shall be formed between the parties until all Contract Documents are executed by both parties.

§ 1.7.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and has become thoroughly familiar with all conditions which may pertain to or affect the work under the Contract.

## 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall compare information furnished by Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to Owner and Architect any conflicts, errors or omissions at once. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall at the request of the Owner prior to execution of the agreement and promptly from time to time as requested by the Owner thereafter furnish the Owner an updated and current financial statement and/or Contractor Qualification Statement on AIA Document A305.

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

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 13

Purdy & Slack Architects, P.C.

(1313499491)

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, 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 unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect then the Contractor shall assume appropriate responsibility for such performance and shall bear appropriate amount of the attribute costs for correction.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

**§ 3.3.4** Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

### **§ 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. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

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

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

**§ 3.4.4** Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

**§ 3.6.1** The Owner will issue special exemption certificates to the Contractor, subcontractors and material suppliers allowing them to purchase, or withdraw from inventory, materials for this contract free from sales and use tax.

### **§ 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** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor should have reasonably observed that portions of the Contract Documents are at variance therewith and the Contractor does not promptly notify the Architect and Owner in writing, in order that necessary changes may be accomplished by appropriate Modification, the Contractor shall assume full responsibility for such work and shall bear an appropriate amount of the attributable cost.

**§ 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 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

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 15

Purdy & Slack Architects, P.C.

(1313499491)

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.

§ 3.7.6 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with reinspections caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including all Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

### § 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner in writing.

*(Paragraphs deleted)*

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.10.4 Should the Contractor fail to comply with the progress schedule or, in the Owner's opinion, otherwise fails, refuses, or neglects to supply a sufficient amount of labor or material in the prosecution of the Work, Owner shall have the right to (1) direct the Contractor to furnish such additional labor and/or materials as may, in the Owner's opinion, be required to comply with the progress schedule or otherwise diligently prosecute the Work, or (2) furnish such additional labor and/or materials as may be required to comply with said schedule. Any costs incurred by the Owner pursuant to the exercise of its rights under this paragraph shall be borne by the Contractor and shall not increase the Contract Sum.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

§ 3.12.11 Additional provisions for Shop Drawings, Product Data and Samples are included in the Project Manual, Division 1 – General Requirements. Section 01301 – Shop Drawings, Samples and Project Data.

### § 3.13 USE OF SITE

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

§ 3.13.2 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's, petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

### § 3.14 CUTTING AND PATCHING

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

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

### § 3.15 CLEANING UP

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)



### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative 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 shall visit the site not less than once per month and an average of not less than two times per month over the specified construction period included in the Contract Documents, responding to the construction schedule and including intervals appropriate to the stage of construction, or as otherwise agreed to by the Owner and Architect, to observe and evaluate the site and the work; to become familiar with the progress and quality of the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.  
User Notes:

Work; and to determine for the Owner's benefit and protection, whether the work is proceeding generally in accordance with the Contract Documents and Construction Schedule and whether there are known and/or observed defects or deficiencies in the Work. To the extent possible, the Architect shall provide the Owner with advance schedules of anticipated visits once construction commences. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations and evaluations as an Architect, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work, and shall endeavor to guard the Owner against any known and/or observed defects and deficiencies in the Work and against the Contractor's failure to carry out the Work in accordance with the Construction Documents and the Construction Schedule.

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 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 subcontractors of a separate contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within ten days after date of notice to award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. A list of subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition.

§ 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.

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 21

Purdy & Slack Architects, P.C.

(1313499491)

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

*(Paragraphs deleted)*

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

Init.

**§ 6.2 MUTUAL RESPONSIBILITY**

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

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

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

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

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

**§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

**ARTICLE 7 CHANGES IN THE WORK**

**§ 7.1 GENERAL**

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

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

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

**§ 7.2 CHANGE ORDERS**

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

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

§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall include those listed in Section 7.2.3.

§ 7.2.3 All quotations for changes, whether additions or deductions shall be submitted in an itemized format acceptable to the Architect. The itemized breakdown shall indicate unit quantities and costs of all labor and materials. The value of all additions or deductions shall be determined as set forth below:

- .1 For work performed by the Contractor and/or all Subcontractors = a+b+c+d = Total Adjustment Amount
- .2 Where a = Net Cost of Materials

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 09/06/2017, and is not for resale.  
User Notes:

- .3 Where b = Net Labor Cost (hours x cost per hour)
- .4 Where c = W.C. Insurance Premium and FICA Tax
- .5 Where d = Overhead (O) and Profit (P) = (O+P) x (a+b+c)
- .6 O + P = As stated in the bid form and included in the Owner/Contractor Agreement. (i.e. 5% overhead + 5% profit = 10% O + P).
- .7 Overhead and Profit will be deducted on deductive Change Orders for work not performed by Contractor or Subcontractors.
- .8 All Subcontractors Overhead and Profit shall not exceed the Contractors as listed in 7.2.3.6.

§ 7.2.4 The form used to process a change order will be AIA Document G701-Change Order.

### § 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 and upon prior written approval of the Owner.

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/08/2017, and is not for resale.

User Notes:

(1313499491)

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

#### 7.5 PROCESSING CHANGE ORDERS

7.5.1 If a change order in the Work is to be ordered, a proposal Request shall be issued by the Architect to the Contractor describing the change and requesting the submission of an itemized quotation. When time does not permit the processing of a Change Order in advance of commencing the change in the Work and upon receipt of a written authorization from the Owner and Architect, the Contractor shall proceed with a change in the work and Contractor shall concurrently proceed with submission of an itemized quotation.

7.5.2 Within five (5) days of its receipt of a Proposal Request, Contractor shall provide a preliminary estimate of any change in Contract Sum or Contract Time associated with the change described in the Proposal Request. Within twenty (20) days following receipt of the Proposal Request the Contractor shall submit an itemized quotation to the Architect describing any adjustments in the Contract Sum and/or the Contract Time and shall include an itemization of all cost of material and labor with extensions listing quantities and total costs as required by Section 7.2.3 and a substantiation of any Claim for an extension of the Contract Time. If no itemized quotation is submitted by Contractor within such period, it shall be conclusively presumed that the change described in the Proposal Request does not call for any Work that will result in an increase in the Contract Sum or the Contract Time, and such changes shall be performed by the Contractor without any such increase. If contractor is unable to submit the above information within the time limit, it shall notify the Architect in writing, setting forth for the Architect's approval a date by which Contractor will submit the information as well as a schedule for the performance of the Work for which an itemized quotation request will be forthcoming.

7.5.3 If the Owner accepts an itemized quotation submitted by the Contractor, the Architect shall prepare a Change Order that is based upon such itemized quotation for execution by Contractor and Owner and the Contract Sum and Contract Time shall be adjusted as provided in the Change Order.

7.5.4 Nothing contained herein shall limit the right of the Owner to order changes by Construction Change Directive when Change Orders have not been signed by Contractor and Contractor shall promptly perform all Work required under the Contract Documents or a Construction Change Directive despite its refusal to accept or execute a Change Order.

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6620339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

7.5.5 No change in the Work shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such change has been authorized by a Change Order or Construction Change Directive executed and issued in accordance with Contract Documents, changes in the Work may be made without notice to Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to Owner.

## 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 or the date of the Notice to Proceed, whichever occurs later.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's or its Subcontractor's, or its suppliers' control; or by delay authorized by the Owner pending mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

§ 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

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

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)



the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Additional provisions for Schedule of Values are included in the Project Manual, Division 1 – General Requirements, Section 03171 – Schedule of Values and Project Schedule.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Applications Payment covering work, material and equipment completed, delivered or stored during a period shall be submitted by the Contractor in triplicate on AIA Documents G702 and G703, 1992 Edition, to the Architect on or before the last day of the month. Applications for Payment shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the Owner or Project Manager may require, and shall reflect retainage as provided for in the Agreement and paragraph 9.3.4 and 9.6.1 below.

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

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

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

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

§ 9.3.4 The Owner, in making partial payment, will retain five percent (5%) of the approved value of the work performed under the Contract as of the date of application for payment until final completion and acceptance of all work covered by the Contract or as otherwise required by law.

### § 9.4 CERTIFICATES FOR PAYMENT

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

## § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. After the Architect has issued a Certificate for Payment and after the Project Manager has reviewed the Certificate for Payment and released it to the Owner, the Owner shall approve payment with Contractor to receive payment as required by the Agreement.

- .1 Until Substantial Completion, the Owner will pay ninety five percent (95%) of the amount due the Contractor on account of Progress Payments, (5%) retainage.

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

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

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

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

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

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

§ 9.6.8 Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available.

#### § 9.7 FAILURE OF PAYMENT

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

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use subject only to completion of minor contractor's list (punch list) items, the absence of completion of which does not interfere with the Owner's intended use of the Project.

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

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

§ 9.8.4.1 The Contractor shall reimburse the Owner, through reduction in the Contract Amount, for the Project Manager's and Architect's additional services and expenses accrued from the specified date of Substantial Completion and made necessary by the Contractor's failure to finally complete the Work within thirty (30) days after the date specified in the Contract Documents for Project Substantial Completion.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

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

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. A certificate of Final payment will not be issued until Contractor has submitted the following documents executed in duplicate, and other items required in Section 01701 of the Project Manual to the Architect.

- .1 Consent of Surety Company to Final Payment (AIA Document G707).
- .2 Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706).
- .3 Contractor's Affidavit of Release of Liens (AIA Document G706A).

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Notwithstanding the foregoing in no event shall the retainage attributable to the unfinished Work be less than two hundred percent (200%) as required by paragraph 5.1.8. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

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

§ 9.10.6 Final payment to the Contractor will be made by the Owner from cash on hand from such source as may be legally available not earlier than 31 days following the completion and acceptance of the Work by the Owner subject to the conditions and in accordance with the provisions of Iowa Code Chapter 26 and Iowa Code Chapter 573.

§ 9.10.7 No such partial or final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in each Application for Payment have been paid for in accordance with the requirements stated in the Contract Documents.

## 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 or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 31

Purdy & Slack Architects, P.C.

(1313499491)

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

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

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

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

### § 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

§ 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 indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

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

§ 10.5 The Owner is not responsible in any manner for the safety of Contractor's work or its employees, agents or representatives.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

#### § 11.1.2

##### .1 Commercial General Liability

- A. Form: 1986
- B. Minimum Limit: \$2,000,000 Aggregate Limit
- C. \$1,000,000 Products/completed operation aggregate
- D. \$1,000,000 Personal & Advertising Injury
- E. \$2,000,000 Each Occurrence
- F. \$50,000 Fire Damage
- G. \$5,000 Medical Expense
- H. No Deductible or Retention
- I. OCP-Owners and Contractors Protective
- J. XCU-Explosion/Collapse/Underground

##### .2 Commercial Umbrella

- A. \$5,000,000 Limit

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

16015A JUNE 2017

00701 - 33

Purdy & Slack Architects, P.C.

(1313499491)

**§ 11.1.2.1.2 Worker's Compensation and Employer's Liability**

- .3 Worker's Compensation – Iowa Statutory Limit  
Employer's Liability  
Annual Limits Per Insured:
  - Bodily Injury by Accident \$1,000,000
  - Bodily Injury by Disease – policy limit \$1,000,000
  - Bodily Injury by Disease – each employee \$1,000,000Each Contractor and each subcontractor shall provide a blanket waiver of subrogation

§ 11.1.2.1.2.1 Contractor and each Subcontractor issued a separate policy.

**§ 11.1.2.2 Worker's Compensation and Employer's Liability**

- Worker's Compensation – Iowa Statutory Limit  
Employer's Liability  
Annual Limits Per Insured:
  - Bodily Injury by Accident \$1,000,000
  - Bodily Injury by Disease – policy limit \$1,000,000
  - Bodily Injury by Disease – each employee \$1,000,000Each contractor and each subcontractor shall provide a blanket waiver of subrogation

§ 11.1.2.2.1 Contractor and each Subcontractor issued a separate policy.

**§ 11.1.2.3 Automobile Liability**

Combined single limit of \$1,000,000 per occurrence.

**§ 11.1.2.4 Excess Liability**

- Each Occurrence \$2,000,000 (minimum)  
Annual Aggregate \$2,000,000 (minimum)
  - .1 Occurrence form
  - .2 Coverage extensions to include:
    - The Contractor shall maintain completed operations coverage for three (3) years following issuance of the certificate of substantial completion for the Project.
    - Blanket additional insured
  - .3 Excludes: Asbestos, Nuclear Energy, Engineers/Architect's E&O

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

§ 11.1.3.1 Submit Certificate of Insurance in triplicate; specifically set forth evidence of all coverage required by Section 11.1.1 and 11.1.2. The form of the Certificate shall be AIA Document G705. 2001 Edition. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits.

Init.



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

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

§ 11.3.1.3 The property insurance will have a one thousand dollar (\$1,000.00) deductible, the contractor shall pay costs not covered because of such deductible.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

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

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

Init.

35

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with Article 15. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided for in Article 15.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

Init.

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

§ 11.5 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such non-conforming Work within the time specified in Paragraph 2.4 the Owner may remove it and store salvable materials or equipment at the contractor's expense.

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

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

37

§ 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Iowa.

### § 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to 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 such assignment.

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.5.7 Additional provisions for testing and inspections are included in the Project Manual Division 1 – General Requirements, Section 01401 – Quality Control.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2 and Section 573.12, Code of Iowa.

#### § 13.7 TIME LIMITS ON CLAIMS

§ 13.7.1 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

#### § 13.8 Conformance with Laws.

§ 13.8.1 The Contractor shall comply and conform in all respects to all applicable federal, state and local laws, rules, regulations, ordinances, policies and procedures, including the New Hamoton Community School District policies and procedures, including but not limited to, federal and state wage and employment/labor requirements, licensing rules and requirements for construction, permits and hazardous waste removal provisions of the Federal Civil Rights Act, the Code of Iowa and Iowa Administrative Rules, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission, The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

### ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No. 6820339101\_1 which expires on 08/06/2017, and is not for resale.  
User Notes:

39

(1313499491)

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

- .1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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 without limitation, the costs to the Owner of the services of the Architect, The Owner's other consultants and attorneys and any additional expenses made necessary thereby, 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.

Init.

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination by Owner, under this Section shall be by written notice of termination given to Contractor, specifying the extent of termination and the effective date.

**§ 14.4.2** Upon receipt of the notice of termination, the Contractor shall immediately, in accordance with Owner's instruction, proceed with performance of the following duties:

- .1 Cease operations as specified;
- .2 Place no further orders and enter into no further subcontracts for materials, labor, services or facilities;
- .3 Unless otherwise specified, terminate all subcontracts and orders to the extent that they relate to Work so terminated.
- .4 Complete the performance of Work not terminated; and
- .5 Take such other actions as may be necessary or requested by Owner for the protection and preservation of the terminated Work.

**§ 14.4.3** In the event of termination for Owner's convenience, Contractor shall be paid:

- .1 For Work performed on the terminated portion of the Work before the effective date of termination for lump sum and Allowance items, the cost of the Work under clause 1 thru 5 of Section 7.3.5 for that Work or for unit cost items, the cost based upon the units performed before the effective date of termination. In addition, Contractor shall be paid the cost of settling and paying termination costs under terminated portion of the Work.
- .2 Reasonable costs directly related to such termination as described in detail in invoices and descriptions provided by Contractor and approved by the Architect; and
- .3 If Contractor would have earned a profit under the contract had the Work been completed a pro-rata portion of such profit based upon the percentage of completion of the Work as of the effective date of termination.

**§ 14.4.4** In determining amounts due Contractor under this Section 14.4, Owner shall be credited for payment made to Contractor for the terminated portion of the Work and claims Owner has against Contractor under the Contract and for the value of materials, supplies, equipment or other items to be disposed of by Contractor that are covered under the Contract Sum.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 CLAIMS**

**§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:37:13 on 05/23/2017 under Order No.6820339101\_1 which expires on 08/06/2017, and is not for resale.

User Notes:

(1313499491)

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### **§ 15.1.3.1 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reason. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time may be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 15.2.

##### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

**§ 15.1.4.1** If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.

##### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time and/or cost will be allowed unless the labor, materials, and equipment and the Work related thereto has been approved in writing by the Owner. Such approval will not be unreasonably withheld.

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

*(Paragraphs deleted)*

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

**§ 15.1.5.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so



that application of such unit prices to quantities of Work proposed will cause substantial inequality to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 15.1.5.5 The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes 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 from the Work.

## § 15.2 INITIAL DECISION

§ 15.2.1 Claims including those alleging an error or omission by the Architect, but excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 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 and 9.10.5 may be subject to mediation as mutually agreeable to by the parties.

§ 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.

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

(Paragraphs deleted)

**SECTION 00851**

**DRAWING INDEX**

- TS TITLE SHEET
- C0.0 EXISTING CONDITIONS
- C1.0 SITE DEMOLITION PLAN
- C2.0 OVER EXCAVATION PLAN
- C2.1 GRADING AND EROSION CONTROL PLAN
- C2.2 GRADING AND EROSION CONTROL NOTES
- C3.0 UTILITY PLAN
- C4.0 PAVING PLAN
- C5.0 POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (PCSMP) PLAN
- C6.0 SPECIFICATIONS

END OF SECTION

SHEET NOT USED

## SECTION 01011

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Contract drawings and general provisions of Contract, including General Conditions and other Divisions 0 and 1 Specification Sections apply to this section.

##### 1.02 PROJECT DESCRIPTION

- A. The New Hampton Community School District will be awarding a contract for Preconstruction Site Work for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility Project, 710 West Main Street, New Hampton, Iowa. The Preconstruction Site Work for the 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility Project consists of the following work.
  - 1. Grading, overexcavation and recompaction of the addition building pad and other miscellaneous site grading.
  - 2. Site Mechanical Utilities (Demolition, relocation and new installation) Construction.
  - 3. There will be four Alternates. See Section 01031 for list and description of Alternates.
- B. Work under this contract includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the work required for the construction of the .

##### 1.03 WORK PERFORMED UNDER SEPARATE CONTRACTS

- A. The Owner will award separate contracts in the following categories of work:
  - 1. Site removal and relocation of several site structures and equipment.

##### 1.04 CONSTRUCTION SCHEDULE

- A. The Owner wishes to receive bids for completing the Preconstruction Site Work for the New Hampton Community School District 5-6 / 7-8 Middle School and High School Additions at the Existing High School Facility Project, 710 West Main Street, New Hampton, Iowa on the following schedule:
  - 1. **PRECONSTRUCTION SITE WORK SCHEDULE: (Lump Sum Base Bid and accepted Alternates).** Contractors will start work upon award of contract (July 19th, 2017 or as soon thereafter as may make award) and will substantially complete the Paving for Alternate No. 3 (if awarded) of Preconstruction Site Work by August 31st, 2017; and will substantially complete the Building Pads of Preconstruction Site Work by September 30<sup>th</sup>, 2017; and substantially complete all remaining portions of the Project by October 14th, 2017.

##### 1.05 SCHEDULE OF VALUES

- A. See Section 01371 for requirements

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

END OF SECTION

SHEET NOT USED

## SECTION 01031

### ALTERNATES

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, tools, equipment and services for all Alternates as indicated, in accord with provisions of Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

##### 1.02 ALTERNATES

- A. **Alternate No. 1: Exterior Storm Sewer and Detention Pond:** Provide alternate construction grading, trenching, storm pipe installation and pond construction for the Exterior Storm Sewer and detention Pond, in addition to that required by Base Bid, as indicated in the Civil Drawings and specified in the Project Manual.
- B. **Alternate No. 2: Water Line Relocation and Fire Hydrants:** Provide alternate construction grading, trenching, existing water line and existing fire hydrant removal, new water line pipe and fire hydrants installation construction for the required Water Line Relocation and Fire Hydrants, in addition to that required by Base Bid, as indicated in the Civil Drawings and specified in the Project Manual.
- C. **Alternate No. 3: New Site Paving - West Drive/Sidewalk and South Sidewalk to Football Field:** Provide alternate construction grading, concrete paving installation and seeding of areas disturbed outside the building construction zone, in addition to that required by Base Bid, as indicated in the Civil Drawings and specified in the Project Manual.
- D. **Alternate No. 4: Overexcavation for Future Wrestling Room:** Provide alternate construction grading for the Area shown as Future Wrestling Room, in addition to that required by Base Bid, as indicated in the Civil Drawings and specified in the Project Manual.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

END OF SECTION

SHEET NOT USED



## SECTION 01301

### SHOP DRAWINGS, SAMPLES AND PROJECT DATA

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, tools, equipment and services for furnishing, processing, delivery, reproduction and other functions for scheduling and handling of shop drawings, samples and project data as indicated, in accord with Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for completion of work under this section.
- D. See General Conditions of the Contract for Construction for additional requirements.
- E. See specific individual technical sections of the Project Manual for data required.

##### 1.02 DEFINITIONS

- A. "Base" manufacturer: Manufacturer listed as "Base" manufacturer in Part 2 of specification section. More than one manufacturer can be listed as "Base". Manufacturer(s) listed as "Base" are either: The particular manufacturer the project was designed around or a manufacturer of an identical product. It does not include manufacturers listed as "optional manufacturers" in Part 2 of specification section.
- B. "Architect" shall mean "Technical Services Architect."
- C. "Contractor" shall mean "Pregrading Contractor."

##### 1.03 SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND PROJECT DATA GENERAL

- A. Contractor is responsible for making all submissions.
  - 1. Submit to Architect's address indicated on Title Sheet.
  - 2. Transmittals are to include items from one section only.
  - 3. Transmit all items with Architect's transmittal form (form attached).
  - 4. Identify each transmittal using applicable 5 digit specification section number with a dash and an added number, i.e., metal handrails might be numbered 05500-1. If returned for resubmission, second submission would be 05500-1A.
- B. Provide all information required for complete review of each item in one submittal.
- C. Make submittals sufficiently in advance of date required to allow Architect reasonable time for review, and re-submission if necessary.
  - 1. Items not submitted in accord with provisions of this section will be returned, without action, for re-submission.
  - 2. Submissions on items not approved for use by specifications, addenda, or change order will be marked "Rejected".

##### 1.04 SHOP DRAWINGS AND PRODUCT DATA SUBMITTALS

- A. Shop drawing and product data submittals are required as called for by submittal paragraph in each specification section.

- B. Identify drawings with manufacturer, item, use, type, project designation, specification section or drawing detail reference.
- C. Submit one (1) reproducible of each drawing and one copy until review is complete.
  - 1. Submit in mailing tube.
  - 2. Do not fold.
  - 3. Submit drawings 18 x 24 inches or not larger than 30 x 42 inches.
  - 4. Allow clear space, approximately 40 square inches, for stamping on right hand side.
  - 5. Contractor will receive reproducible back and will be responsible for making the required number of copies for distribution to suppliers, field subcontractors, etc.
- D. Submit four (4) copies of standard items such as equipment brochures, cuts of fixtures, or standard catalog items.
  - 1. Indicate exact item or model and all proposed options.
  - 2. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.
  - 3. Contractor will receive two copies back and will be responsible for making additional copies for suppliers, field subcontractors, etc.

#### **1.05 SAMPLE SUBMITTALS**

- A. Identify samples with manufacturer's name, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish and other pertinent data.
- B. Submit samples to address indicated, or construction site if required.
  - 1. Include brochures, shop drawings, and installation instructions, if required, with transmittal.
  - 2. Submit transmittal for site-built samples to address indicated.
  - 3. Submit samples, as specified, to each address listed above.
- C. Architect may, at his option, retain samples for comparison purposes until completion of work.
  - 1. Samples will be returned or may be used in the work unless technical section specifically indicates otherwise.
  - 2. Remove samples when directed.
  - 3. Pay all costs of furnishing, constructing, and removing samples.

#### **1.06 PROJECT DATA SUBMITTALS**

- A. Submit project data as indicated in each individual specification section of the Project Manual.
- B. Project data is information to be retained for project file and will receive no Architect/Engineer action.
- C. Use of transmittal form not required.

#### **1.07 CONTRACTOR ACTION: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Review, approve and stamp all items (including all drawing sheets) prior to submission to Architect.
- B. Contractor's stamp must indicate that:
  - 1. All field dimensions and quantities have been verified.
  - 2. All field construction criteria, materials, catalog numbers and similar data have been verified.
  - 3. All submittal data have been reviewed and coordinated with requirements of the Work and Contract Documents.
  - 4. Submittal is certified to comply with Contract Documents.
- C. Reproduce and distribute submittals receiving "Furnish as Submitted" or "Furnish as Noted" stamp.

- D. Re-submit items stamped "Revise and Re-submit" or "Rejected".
  - 1. Provide print of previous drawing with re-submission for comparison.
  - 2. Add letter suffix to previous transmittal number, to indicate re-submission.
- E. Contractor shall not be relieved of responsibility for deviation from requirements of Contract Documents by Architect's review of Shop Drawings, Product Data and Samples unless Contractor has specifically informed Architect in writing of such deviation at time of submission and Architect has given written review to specific deviation. Contractor shall not be relieved from responsibility for errors or omissions in Shop Drawings, Product Data or Samples by Architect's review thereof.
- F. Contractor to maintain in good condition one copy of all submittals at job site.

#### **1.08 PRODUCT LIST**

- A. Complete list of products and subcontractors proposed for use.
- B. Only products and manufacturers which have been specified or approved by addendum may be used.
- C. Format for product list:
  - 1. Specification section.
  - 2. Product.
  - 3. Manufacturer.
  - 4. Subcontractor.

#### **1.09 SCHEDULE OF SUBMITTALS**

- A. Complete schedule of all required submittals indicating proposed submittal dates for all items.
  - 1. Include all shop drawings, product data, samples and project data.
- B. Schedule all submittals requiring Architect review during first quarter of construction period.

#### **1.10 ARCHITECT REVIEW: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Review is only for conformance with the design concept of the project and compliance with the intent of the information given in the Contract Documents.
- B. No action is taken on dimensions to be confirmed and correlated at the job site; on information that pertains solely to the fabrication processes or to techniques of construction; or on coordinating of the work.
- C. Reviewed samples, submitted or constructed, constitute criterion for judging completed work. Work or items not equal to samples will be rejected.
- D. Start of work which requires submittals, prior to return of submittals with Architect's stamp indicating review is at Contractor's risk.

#### **1.11 TEST REPORTS**

- A. Submit two copies of all test reports as required by Section 01400 or other sections of the project manual as early as possible after testing has been completed to the Architect/Engineer for review.

#### **1.12 CASH FLOW PROJECTIONS**

- A. Submit two copies of cash flow projections as required by Section 01370.

**1.13 SCHEDULE OF VALUES**

- A. Submit two copies of Schedule of Values as required by Section 01370.

**1.14 PROJECT SCHEDULE**

- A. Submit two copies of Project Schedule as required by Section 01370.

**PART 2 - PRODUCTS**

**NOT USED**

**PART 3 - EXECUTION**

**NOT USED**

**END OF SECTION**

**SUBMITTAL TRANSMITTAL FORM**

**PROJECT:** NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
 PRECONSTRUCTION SITE WORK PROJECT  
 5-6/7-8 MIDDLE SCHOOL AND HIGH SCHOOLS ADDITIONS  
 AT EXISTING HIGH SCHOOL FACILITY, New Hampton, Iowa

\_\_\_\_\_  
 Transmittal Number  
 (Specification Section)

**PSA PROJECT NUMBERS:** 16015A

**SPECIFICATION TITLE:** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**MANUFACTURER:** \_\_\_\_\_

ROUTING SEQUENCE	CHECKED BY:	DATE RECEIVED:	DATE SENT:	NO. COPIES:
SUBCONTRACTOR/VENDOR to Contractor				
CONTRACTOR to Architect				
ARCHITECT to Engineer/Consultant Purdy & Slack Architects, P.C. 11919 Grant Street Omaha, NE 68164				
ENGINEER/CONSULTANT to Architect				
ARCHITECT to Contractor Purdy & Slack Architects, P.C. 11919 Grant St. Omaha, NE 68164				

**ACTION:**

- A. Furnished as Submitted.
- B. Furnish as Noted.
- C. Revise and resubmit.
  - 1. See comments.
  - 2. No drawings or data submitted.
  - 3. No Contractor approval stamp.
  - 4. Not enough information for review.
- D. Rejected.
- E. No Action Required.
  - 1. Submittal not required.
  - 2. Project information retained for project file.

**REMARKS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SHEET NOT USED

**SECTION 01371**

**SCHEDULE OF VALUES AND PROJECT SCHEDULE**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Furnish all labor, materials and services to provide a schedule of values and estimated monthly cash flow report in accord with the Contract Documents.
- B. See General Conditions of the Contract for Construction for additional requirements.

**1.02 SUBMITTALS**

- A. Provide submittals according to the provisions of Section 01301.
- B. Submit typed or electronic printout of schedule of values and estimated monthly cash flow reports.
- C. Submit within 15 days of Notice To Proceed.

**1.03 SCHEDULE OF VALUES**

- A. Preconstruction Site Work Contractor to submit a Schedule of Values for the Lump Sum Base Bid that shall be detailed with the following trade categories as listed below in paragraph B. A separate labor and material dollar amount shall be listed for each category. (If a category is not included in the Contractor's contract, then do not list the category in their submitted schedule.) Do not list just main categories in the submitted Schedule of Values.
- B. Schedule of Values Categories: (L = Labor Amount M = Material Amount)

**Division 1 - General Requirements**

General Conditions	\$L	\$M
Bonds	\$L	\$M
Mobilization	\$L	\$M
SubTotal	\$L	\$M

**Division 2 - Site Work**

Site Demolition	\$L	\$M
Earth Work	\$L	\$M
Site Utilities - Water Main Removal and Relocation	\$L	\$M
Exterior Storm Sewer and Detention Pond (Alternate No. 1)	\$L	\$M
Seeding	\$L	\$M
SubTotal	\$L	\$M

Total      \$L      \$M

**1.04 ESTIMATED CASH FLOW REPORT(S)**

- A. Preconstruction Site Work Contractor is to provide an estimated monthly cash flow report for the entire length of the Project Schedule. It is agreed by both the Owner and the Preconstruction Site Work Contractor that this estimate is for rough budgeting and that actual monthly payment will be based on actual work in place and material stored on or off site.

## **1.05 PROJECT CONSTRUCTION SCHEDULE**

- A. Per Paragraph 3.10.1 of the General Conditions, the Preconstruction Site Work Contractor shall submit a project schedule that shall be detailed by progress per week for the length of the project schedule and into categories generally following paragraph 1.03 of this section.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

END OF SECTION



## SECTION 01401

### QUALITY CONTROL

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, tools, equipment and services for quality control as indicated, in accord with provisions of Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- D. See Division 1 for General Requirements.
- E. See technical sections for specific items to be performed.

##### 1.02 TESTING AND INSPECTIONS

- A. See General Conditions of the Contract for Construction for inspection and testing required by public authorities having jurisdiction.
- B. Soils Testing: The Owner will arrange and pay for the following soils testing and inspections as required.
  - 1. Soil compaction testing of fill placed for rough grading.
  - 2. The Preconstruction Site Work Contractor shall coordinate the testing and special inspections as required by Paragraph 3.04 of this section.
- C. Normal Testing: The Preconstruction Site Work Contractor will arrange and pay for following testing inspections:
  - 1. Qualification of fill and backfill materials (including classification, sieve analysis and laboratory density curves).
  - 2. Retesting and re-inspection of soils tests/inspections, and special inspections due to failure.
  - 3. Preconstruction Site Work Contractor's duties for Owner provided test and inspections, as specified.
  - 4. All other testing and inspections required.

##### 1.03 QUALITY ASSURANCE

- A. Test and inspection method standards: See technical sections.
- B. Qualifications of independent testing agencies:
  - 1. Meet American Council of Independent Laboratories, "Recommended Requirements of Independent Laboratory Qualification", latest edition.
  - 2. Meet requirements of ASTM E 329, "Standard Specification for Agencies Engaged in Construction Inspection and/or Testing", latest edition.
  - 3. Satisfy inspection criteria of Materials Reference Laboratory of National Bureau of Standards.
  - 4. See technical sections for additional requirements.
- C. Testing equipment calibration: By accredited calibration agency, at 12 month intervals, maximum, by devices of accuracy traceable to either:
  - 1. National Bureau of Standards.
  - 2. Accepted values of natural physical constants.

#### **1.04 JOB CONDITIONS**

- A. Employment of independent testing agency by the Preconstruction Site Work Contractor does not relieve obligation of the Preconstruction Site Work Contractor to comply with Contract Documents.

#### **PART 2 - PRODUCTS - NOT USED**

#### **PART 3 - EXECUTION**

##### **3.01 PERFORMANCE**

- A. Perform indicated inspections, sampling and testing of materials and methods of construction.
- B. Use test/inspection/sampling methods conforming with methods indicated.
- C. Report each test/inspection/sampling as indicated.
  - 1. Report results called for by test method, in form specified.
- D. Retest failed products and systems.

##### **3.02 REPORTS**

- A. Submit reports promptly; see Section 01301 for additional requirements.
- B. Test/inspection reports: Include:
  - 1. Project name and number.
  - 2. Project location.
  - 3. Product and specification section applicable.
  - 4. Type of test/inspection.
  - 5. Name of testing agency (if used).
  - 6. Name of testing/inspection personnel.
  - 7. Date of test/inspection.
  - 8. Record of field conditions encountered (temperature, weather).
  - 9. Observations regarding compliance.
  - 10. Test method used.
  - 11. Results of test.
  - 12. Date of report.
  - 13. Signature of testing/inspecting personnel.

##### **3.03 OWNER'S INDEPENDENT TESTING AGENCY DUTIES AND LIMITATIONS OF AUTHORITY**

- A. Cooperate with Technical Services Architect and Preconstruction Site Work Contractor. Provide qualified personnel promptly on notice.
- B. Promptly notify Technical Services Architect of irregularities, or deficiencies of work which are observed during performance of services.
- C. Testing agency is not authorized to:
  - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the work.
  - 3. Perform any duties of the Preconstruction Site Work Contractor.

### **3.04 CONTRACTOR'S DUTIES WHEN OWNER'S INDEPENDENT TESTING AGENCIES ARE USED.**

- A. As the Preconstruction Site Work Contractor is in control of the schedule of the work, it shall be his responsibility to coordinate the timing of all testing and inspections required to be performed by the Owner's independent testing agency. The Preconstruction Site Work Contractor shall meet with the Owner's independent testing agency personnel on site before any construction work is performed to become generally familiar with the work to be performed by the Owner's independent testing agency and to agree on a notification process by which the Preconstruction Site Work Contractor shall notify the testing agency in advance of when the work has progressed or is ready for the Owner's testing agency to perform their tests or inspections. The Preconstruction Site Work Contractor shall provide to the Technical Services Architect a written summary of this meeting, detailing the agreed upon procedures for the timely notification of the testing agency by the contractor for the difference required tests and inspections.
- B. Cooperate with testing agency personnel; provide access to the work and to manufacturer's operations.
- C. Provide preliminary representative samples of materials to be tested, in required quantities.
- D. Furnish labor and facilities:
  - 1. To provide access to work to be tested.
  - 2. To obtain, handle and protect samples at site.
  - 3. To facilitate inspections and tests.
  - 4. Protected storage and curing facilities for testing agency's exclusive use.

END OF SECTION

SHEET NOT USED

## SECTION 01501

### TEMPORARY FACILITIES

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, tools, equipment, and services for all temporary facilities and their subsequent removal as indicated, in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- D. See Division 1 for General Requirements.

##### 1.02 TEMPORARY ELECTRICITY

- A. The Preconstruction Site Work Contractor shall make arrangements with the owner for use of the buildings existing electrical system.

##### 1.03 TEMPORARY WATER

- A. The Preconstruction Site Work Contractor shall make all arrangements with the Owner for use of the existing building water supply. The Preconstruction Site Work Contractor shall install all equipment, piping, and outlets for an adequate supply of clean water for the preconstruction site work purposes.
  - 1. The Owner shall pay for all water used.

##### 1.04 TEMPORARY TOILETS

- A. The Preconstruction Site Work Contractor shall provide adequate temporary toilet facilities for use by the workmen of the pregrading contractor.
  - 1. Maintain in clean, sanitary condition.
  - 2. Provide adequate supplies of toilet paper.
  - 3. Provide facilities complying with local, State and Federal sanitary laws and regulations.
  - 4. Permanent toilet facilities will not be used by any workmen.

##### 1.05 FIELD OFFICE

- A. The Preconstruction Site Work Contractor may provide a field office at the site.

##### 1.06 TEMPORARY PROTECTION

- A. The Preconstruction Site Work Contractor shall provide, as required, all dewatering systems (including but not limited to pumps, hoses, canvas tarps, temporary drain tile etc.) to keep all parts of the site free from the accumulation of standing water no matter what the source. No standing water shall be allowed in the building footprint area more than three days after such water was deposited there after the rain event.

### **1.07 TEMPORARY STORAGE AND WORKING AREAS**

- A. Prior to start of work, Owner Representative/Project Manager will meet with the Preconstruction Site Work Contractor to arrange and discuss the site plan indicating the working, storing, traffic and parking areas on the site.
  - 1. Except as specifically provided, working outside these areas will not be permitted.

### **1.08 TEMPORARY FENCES AND BARRICADES**

- A. Preconstruction Site Work Contractor shall be responsible for the pregrading construction work:
  - 1. Comply with requirements of Federal (OSHA), State and City agencies.
  - 2. Furnish, install and maintain the 6 foot high chain link temporary control fence and gates as required on the site drawings, barricades, trench and hole covers, warning lights, and all other safety devices necessary to prevent injury to persons and damage to property.

### **1.09 TRASH REMOVAL**

- A. Preconstruction Site Work Contractor shall be responsible for collection and removal of any trash generated by this work.
  - 1. Preconstruction Site Work Contractor shall provide and maintain trash disposal container on site adequate to handle amount of trash generated; remove debris from site regularly.
  - 2. Prevent trash from blowing on and off site. Collect all loose trash on site daily.
  - 3. Burning trash on site will not be allowed.

### **1.10 TEMPORARY ACCESS ROAD(S) AND PARKING**

- A. The Preconstruction Site Work Contractor shall:
  - 1. If required, construct a temporary all-weather access (from existing drives) of crush stone of a width and load bearing capacity to provide unimpeded access to the site.
  - 2. Construct temporary culverts (if required) to span low areas and allow unimpeded drainage.
  - 3. Extend and/or relocate access as required to provide continual access to the site.
  - 4. Review proposed location of access with Owner Representative /Project Manager prior to installation.
  - 5. Maintain temporary access as required for duration of project or until removal is required for completion of site work.

## **PART 2 - PRODUCTS**

**NOT USED**

## **PART 3 - EXECUTION**

**NOT USED**

**END OF SECTION**

## SECTION 01701

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, tools, equipment and services for contract closeout as indicated, in accord with provisions of Contract Documents.
- B. Complete coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- D. See General Conditions of the Contract for construction for additional general requirements.

##### 1.02 RELATED SECTIONS

- A. Section 01741 - Warranties and Guarantees (if any).

##### 1.03 SUBMITTALS

- A. Provide project information documents in accordance with the provisions of Section 01301.
- B. Project information:
  - 1. Substantial Completion
    - a. Contractor's Written Notice of Substantial Completion.
    - b. Contractor's list of items to be completed or corrected (Punch List).
    - c. Certificates of governing authorities (if any) over Contractor's work.
  - 2. Final Completion:
    - a. Project closeout manual; certification, initialized punchlist, warranties and guarantees (if any), O & M data (if any) and site survey.
    - b. Evidence of Payments and Release or Waiver of Liens.
      - 1. AIA G706
      - 2. AIA G707
      - 3. Contractor Release of Waiver or Lien
      - 4. Separate Subcontractor Release of Waiver or Lien
      - 5. AIA G706A
    - c. As-built Drawings

##### 1.04 SUBSTANTIAL COMPLETION PROCEDURES

- A. Written notice of Substantial Completion.
  - 1. Contractor's cover letter which identifies project is substantially complete and presents evidence of such claim.
  - 2. Contractor's list of items to be completed or corrected, hereafter to be referred to as Contractor's Punch List. The list shall be a neat and legible compilation of all work within the scope of the Contractor. Incomplete list of work will not be accepted or reviewed by the Technical Services Architect. Preparation of the Punch list within time constraints of the Contract to meet deadlines and schedules shall be the responsibility of the Contractor.
  - 3. Written evidence of compliance with governing authorities (if any).
- B. Technical Services Architect will, within a reasonable time, accept the Contractor's written notice of Substantial Completion and schedule Project/inspection or reject the notice with a written explanation of deficiencies of the notice.

- C. Substantial Completion. Project inspection by the Technical Services Architect shall be scheduled to include all work together.
  - 1. If commencement of inspection reveals a great disparity between Contractor's Punch List and job conditions, inspection will be rescheduled at a cost to the Contractor(s) as specified below.
  - 2. Multiple inspections not designated in the Contract Documents, not specifically requested by the Owner, not coordinated with other scheduled project site visits, and not a result of extensions in the Contract Time to the Contractor, shall be scheduled and reimbursed by the Contractor to the Technical Services Architect for expenses incurred and an hourly professional fee not to exceed 8 hours per day per person.
- D. Technical Services Architect certification of Substantial Completion shall be provided as follows:
  - 1. Forward to Contractor Certificate of Substantial Completion AIA G-704, accompanied by the Technical Services Architect's observation report and a revised Punch List.
- E. Contractor shall correct or complete work on the punch list within the designated time established on the Certificate of Substantial Completion. A Contractor initialized and dated Punch List from the Certificate of Substantial Completion G-704 shall be presented with the Project Closeout Manuals for Final Completion.

#### **1.05 FINAL COMPLETION PROCEDURES**

- A. Furnish to the Technical Services Architect three (3) Project Closeout Manuals. Each manual shall be assembled in new, white, identical matching 3 ring binders with clear cover jacket on cover for insertion of manual description sheet; use multiple matching binders if 3" rings must be exceeded for volume of material. Any oversize material shall be folded and placed in pocket sheets in manual. Include the following information in manual:
  - 1. Contractor's written certification letter:
    - a. Project has been fully reviewed and inspected for conformance with the Contract Documents.
    - b. All work has been completed in accordance with the Contract Documents.
  - 2. Initialized Punch List form G-704.
  - 3. Warranties and Guarantees (if any), see Section 01741.
  - 4. The Contractor shall have a site survey prepared by a Licensed Surveyor to record conditions at project completion and verify Contract conformance. Significant unauthorized variance from Contract Documents as determined by the Technical Services Architect will be corrected and resurveyed prior to final release of payment.
- B. Evidence of Payments and Release of Waiver of Liens.
  - 1. Contractor's Affidavit of Payments of Debts and Claims, AIA Document G706.
    - a. Consent of Surety Company to Final Payment AIA Document G707.
    - b. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
    - c. Separate Releases or Waiver of Liens from Subcontractors and material and equipment suppliers accompanied by a list thereof.
    - d. Contractor's Affidavit of Release of Liens, AIA Document AIA 706A.
- C. As-Built Drawings with all revisions and changes compiled into a neat bound set for the Owner's permanent record of completed conditions. Drawings shall be presented to the Technical Services Architect in a new protective rigid storage container(s) such as box, tube or folio with the Contractor's label identifying project, date and contents. Transmit in a manner to protect drawings from markings or damage.
- D. Technical Services Architect will schedule a final inspection upon receipt of the Contractor's final completion documents and application for final payment. Applications for final payment will not be accepted prior to receipt of final completion document services except as in accordance with the General Conditions for delays through no fault of the Contractor and his Subcontractors. Certificate of Payment for final payment will be issued upon Technical Services Architect's acceptance of the Contractor's completions and corrections of the Punch List.

END OF SECTION



## SECTION 01741

### WARRANTIES AND GUARANTEES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Preparation and submittal.
- B. Time and schedule of submittals.

##### 1.02 RELATED SECTIONS

- A. Document AIA 201 - General Conditions of the Contract for Construction: Performance Bond and Labor and Materials Payment Bonds, Warranty, and Correction of Work.
- B. Section 01701 - Contract Closeout: Contract closeout procedures.

##### 1.03 FORM OF SUBMITTALS

- A. Bind in new, white 3 ring binder with clear cover jacket on cover for insertion of full sheet label.
- B. Insert label in cover of binder with typed or printed title WARRANTIES AND GUARANTEES, with title of Project; name, address and telephone number of Contractor, equipment supplier, and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

##### 1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and guarantees, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

##### 1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 - PRODUCTS**

**NOT USED**

**PART 3 - EXECUTION**

**NOT USED**

**END OF SECTION**