



ENGINEERING  
ENVIRONMENTAL  
ECOLOGICAL

November 20, 2013

Mr. Bert L. Bender, Architect  
Bender & Associates Architects, P.A.  
410 Angela Street  
Key West, FL 33040

**Subject: Arborist Assessment of Trees  
Former Glynn Archer Elementary School Site  
1302 White Street, Key West, FL 33040  
E Sciences Proposal Number 1-1702-01**

Dear Mr. Bender,

E Sciences, Incorporated (E Sciences) is pleased to provide the following assessment of trees and palms located at 1302 White St, Key West, FL 33040, the site of the former Glynn R. Archer Elementary School and future City Hall operations. The City and its architect, Bender and Associates Architects, P.A. (Bender & Associates), engaged E Sciences to design a new landscape for the site. The new design will incorporate a portion of the existing landscape material and require removal of some existing trees, including trees that are protected under Section 110 of the City's municipal code.

The purpose of this report is to document E Sciences' observations of the health and condition of the trees at the site, and to provide recommendations for preservation, transplantation and/or removal and replacement associated with the new design and in accordance with the City's municipal code. The use of this report for other purposes is prohibited.

## **METHODOLOGY**

On October 10 and 11, 2013, an E Sciences International Society of Arboriculture (ISA) Certified Arborist conducted a ground-based visual assessment of the tree crown, trunk, above-ground roots, and site conditions around the trees to evaluate the structure and health of the trees. The assessment did not include the use of tools.

The assessment included the identification of conditions indicating the presence of health and/or structural deficiencies including, but not limited to: chlorosis; dead, diseased, broken branches, stems, and/or roots; weakly attached branches and co-dominant stems; crossing limbs; mechanical damage and cracks; abnormal growth such as swelling, ribs, flat areas, or seams; indications of decay and cankers; root plate lifting; abnormal trunk flare; lack of trunk flare; soil cracks; grade change; restricted or undermined roots; unusual tree architecture including lean, low live crown ratio, poor taper, and/or crown asymmetry.

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## RESULTS AND RECOMMENDATIONS

Following are the observations made at the site, and our recommendations. The tree numbers used below correspond to the tree numbers from the tree survey and disposition table dated July 19, 2013. When trees were identified at the site that were not included in the tree survey, a new tree identification number was generated by adding a letter to the number of a nearby tree.

### Tree 1: Royal Poinciana (*Delonix regia*)



**Observations:** This tree is located in a highly trafficked location at the corner of White Street and Seminary Street. The tree crown structure is typical of the species, as are the surface roots present throughout the root zone. E Sciences observed some decay within old pruning cuts at some of the branch connections. These cuts range from four to eight inches long. Roots show signs of mechanical damage, likely

due to mowing. The tree abuts the Seminary Street curb and is impacting the integrity of the curb and street. The curb is likely to be limiting the growth of roots on the south side of the tree. Grass does not grow well under royal poinciana trees and thus erosion has occurred at the base of the tree. This erosion and the lack of root structure to the south create a situation where the tree's stability is compromised. There is concrete in the base of the tree, which likely was used in an attempt to stabilize the area under the tree. The tree is cracking the road and growing over the curb (see photo right).



**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** While this species is visually appealing and iconic to Key West, this particular specimen is located too close to the sidewalk and street. This placement has resulted in potential destabilization of the tree due to lack of root structure to the south and the likelihood of continued damage to the street and curb. E Sciences recommends removing and replacing this tree in association with Sec. 110-327(a) of the City's municipal code.

### Trees 2 and 3: Queen Palm (*Syagrus romanzoffiana*)

**Observations:** These two palm trees are located adjacent to the east side of the building. E Sciences observed slight pencil-necking (narrowing of the trunk) towards the base of the palms. Due to the proximity of the building, the crown of the palms are limited (see photo right). The palms also appear to lack overall vigor, potentially due to poor, alkaline soils typical of the area, lack of nutrients, or premature removal of older fronds.

**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** While this palm is not included in Section 110-254 of the City of Key West or Section 114-102 of the Monroe County Code, it is listed on the Florida Exotic Pest Plant Council (FLEPPC) List of Invasive Plant Species. These specimens are too close to the building to reach their full canopy potential. E Sciences recommends removing these palms and replacing with new, suitable trees.



### Tree 4: Alexander Palm (*Ptychosperma elegans*)

**Observations:** This palm has a slight dogleg and pencil-necking in its trunk but appears generally healthy. No photo is included for this tree.

**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** E Sciences recommends removal and replacement.

### Tree 5: Weeping Bottlebrush Tree (*Callistemon viminalis*)



**Observations:** This tree is almost completely engulfed by shrubs and thus is not growing to its canopy potential (see photo right). Very little of the canopy is exposed. The root structure of this tree is poor. The tree leans heavily and is being supported by one rope, which is girdling the tree (see photo left).

**Rating:** Poor

**Disposition:** Removal and replacement

**Recommendation:** This tree is listed on the FLEPPC List of Invasive Plant Species and is in poor condition. E Sciences recommends removal and replacement.



#### Tree 6: Weeping Bottlebrush Tree

**Observations:** Like Tree 5, this tree is engulfed by shrubs and thus most of the canopy is missing. This tree also has poor root structure due to large rocks in the soil and erosion caused by roosters living within the shrubs. This tree has a significant lean, has been over pruned, and has stub cuts. No photo is included for this tree.

**Rating:** Poor

**Disposition:** Removal and replacement

**Recommendation:** This tree is listed on the FLEPPC List of Invasive Plant Species and is in poor condition. E Sciences recommends removal and replacement.

#### Tree 7: Alexander Palm

**Observations:** This double palm has slight pencil-necking at the base (see photo right), but is otherwise healthy.

**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** If this tree does not fit within the context of the new landscape design, E Sciences recommends removal and replacement.



#### Tree 8: Queen Palm

**Observations:** Similar to Trees 2 and 3 this palm is too close to the building and is pencil-necked low in the trunk. No photo is included for this tree.

**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** This palm is listed on the FLEPPC List of Invasive Plant Species. This palm is too close to the building to reach its full canopy potential. E Sciences recommends removal and replacement.



#### Tree 9, 9a: Queen Palm

**Observations:** Next to Tree 9 is another queen palm, which will be identified as Tree 9a. Both of these palms are stunted and chlorotic. They are too close to the building and have had too many fronds removed (see photo left).

**Rating:** Poor

**Disposition:** Removal and replacement

**Recommendation:** This palm is listed on the FLEPPC List of Invasive Plant Species. These two palms are too close to the building and in poor condition. E Sciences recommends removal and replacement.



**Tree 10: Alexander Palm**

**Observations:** This tree has pencil-necking and some damage at the base of the trunk, as well as a dog-leg (see photo left).

**Rating:** Fair

**Disposition:** Removal and replacement

**Recommendation:** E Sciences recommends removal and replacement.

**Tree 11: West Indian Mahogany (*Swietenia mahagoni*)**

**Observations:** This mature tree has two, upright co-dominant leaders low in the tree, and E Sciences observed included bark between the two leaders (see photo right), which reduces the tree's wind tolerance and increases the likelihood of failure. Within the canopy, E Sciences observed a number of dead leaders; some were attached and some were hanging. There are a number of stub cuts within the canopy. The tree has plenty of root space and good root structure. There has been some mechanical root damage.

**Rating:** Fair

**Disposition:** Preservation



**Recommendation:** This mature tree appears to be in good health, but has some structural flaws. See photo left. E Sciences recommends pruning the tree to remove dead wood and hangers from the canopy, correct stub cuts, and to take some weight off of the tree to remove some pressure



from the connection between the tree's co-dominant leaders. The root zone should be protected with mulch or another cover to prevent erosion and discourage use of mechanical equipment within the root zone. E Sciences also recommends monitoring the tree annually for structure.

### Trees 12 and 13: Cabbage Palm (*Sabal palmetto*)

**Observations:** Only one tree is located at the corner of White Street and United Street as opposed to the two shown on the tree survey. The remaining tree is a cabbage palm in good condition. Palm fronds are close to the overhead utility line that runs along the south side of United Street but should not interfere with the lines (see photo right).

**Rating:** Good

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preservation.



### Tree 14: Seagrape (*Coccoloba uvifera*)

**Observations:** This tree is placed very close to the building and a concrete pad, both of which will limit the tree's growth (see photo right). E Sciences observed that the tree is leaning away from the school. Only one third of the canopy remains; it appears that major leaders were removed or damaged. There are old wounds and stub cuts present.

**Rating:** Poor

**Disposition:** Removal and replacement

**Recommendation:** E Sciences recommends removal in accordance with Sec. 110-327(a) of the City's municipal code. The tree is in poor condition and close to the building.



### Tree 14a: Florida Thatch Palm (*Thrinax radiata*)

**Observations:** This tree is very close to the building but appears healthy and structurally sound (see photo left).

**Rating:** Good

**Disposition:** Not included in tree survey

**Recommendation:** E Sciences recommends preservation or relocation.

#### Tree 15, 16, 16a-d: Alexander Palm

**Observations:** Two of these palms are listed on the tree survey; however, there are six total within this courtyard. E Sciences did not observe any obvious signs of health or structural deficiency with the exception of one double-stemmed palm that is growing through the fence (see photo right). Only palms that are eight feet tall are protected per Sec. 110-321(a)(2).



**Rating:** Good, poor

**Disposition:** Two proposed for removal; four not included in survey.

**Recommendation:** E Sciences recommends removal of palms in good condition only if needed due to conflict with new landscape elements.

#### Tree 17: Gumbo Limbo (*Bursera simaruba*)

**Observations:** This tree appears to be in good health and has good structure for a tree of this species (see photo right). E Sciences observed some dead branches, attached and hanging, and some crossing limbs. There is also a small structure attached to the tree with a rope that will soon be girdling the tree.



**Rating:** Good

**Disposition:** Preservation

**Recommendation:** While this tree is in relatively good condition, E Sciences recommends removing and replacing this tree due to conflict with new landscape elements



#### Tree 18 Royal Poinciana

**Observations:** This tree has major structural flaws, including crossing leaders and bark and major decay throughout the center of the trunk (see photos to the right and left).

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal of this tree in accordance with Sec. 110-327(a) of the City's municipal code. If the City desires to keep this tree due to the canopy it provides, E Sciences recommends structural pruning for correctable defects and frequent monitoring. E Sciences also recommends consultation with an arborist experienced with bracing and propping.



#### Tree 19: Gumbo Limbo

**Observations:** This tree is growing too close to the fence and sidewalk and is damaging both. There is an approximate three-inch lift in sidewalk that would be difficult to correct without significant damage to the tree. The tree is growing into the fence. The canopy is small relative to the size of the tree. E Sciences observed crossing limbs within the crown.



**Rating:** Poor

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal of this tree.

#### Trees 20 through 26: Cabbage Palm



**Observations:** These seven cabbage palms appear to be in good health and condition. However, they are all growing close to the utility line along United Street.

**Rating:** Good

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preserving palms that do not conflict with the proposed design: 25 and 26. E Sciences recommends monitoring the remaining palms for utility conflict and removing parasitic trees such as strangler fig (*Ficus aurea*).

#### Tree 27: Queensland Umbrella (*Schefflera actinophylla*)

**Observations:** This tree is in poor condition and is conflicting with the building (see photo right). There have been major cuts or breaks in this tree, resulting in large wounds and reduced canopy.

**Rating:** Poor

**Disposition:** Removal

**Recommendation:** E Sciences recommends removing this tree, which is not a protected species per Sec. 110-254 of the City's code and is listed on the FLEPPC list of invasive species.



### Trees 28 through 36: Cabbage Palm

**Observations:** These nine cabbage palms appear to be in good health and condition. However, they are all growing close to the utility line along United Street. No photo is included for these trees.

**Rating:** Good

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preserving these palm with the exception of Tree 31, which conflicts with the proposed design. E Sciences recommends monitoring the palms for utility conflict and removing parasitic trees such as strangler fig.

### Trees 37 through 39: Coconut Palm (*Cocos nucifera*)

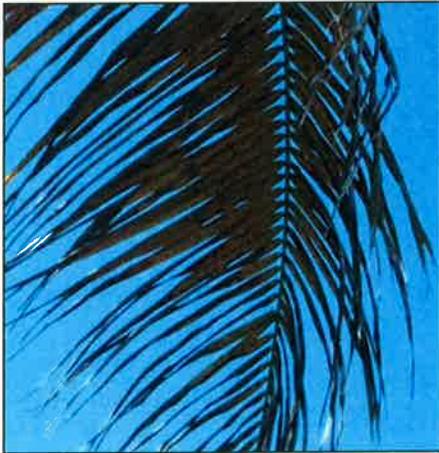
**Observations:** E Sciences observed fronds that were yellowing, with browning tips and brown spots (see photos left and below). E Sciences also observed cracks in the trunks of these palms.

**Rating:** Fair

**Disposition:** Relocation

**Recommendation:**

E Sciences recommends removal of these palms and replacement.



### Trees 40 through 44 (including 42a): Cabbage Palm

**Observations:** There are six cabbage palms along the north side of the property (south side of United Street) west of the coconut palms. Like the other palms along United Street, these palms are close to the utility lines running along the south side of United Street. The line is currently one or two feet above the palms, with the center of the palms being located two to three feet from the line. These palms are all in good condition. One of the palms has a slight lean (see photo above).



**Rating:** Good

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preserving Trees 40 through 42, which do not conflict with the proposed landscape design. The rest should be removed and replaced.

#### Tree 45: Strangler Fig

**Observations:** This tree provides shade for Grinnell Street and visual interest from a number of angles (see photo below). The tree's structure is typical for this species. The tree is growing into the fence on the west side of the property. This is likely to result in damage to the fence.



**Rating:** Fair

**Disposition:** Preservation

**Recommendation:** E Sciences recommends monitoring the health and conditions of this tree every few years. The tree should be maintained for clearance along Grinnell Street.

#### Tree 46: Royal Poinciana

**Observations:** This tree conflicts with a utility pole, overhead utilities, and the Seminary Street curb and sidewalk (see photo right). Overall, the tree appears healthy and its structure is typical of a mature specimen of this species. E Sciences observed numerous crossing limbs and some dead leaders within the crown. Branch connections in some locations are compromised due to decay observed associated with previous pruning cuts. Some larger limbs appear to be sprouts from prior damage; these large sprouts are likely to be more



weakly attached than other limbs and are located over a target (sidewalk). Cement has been inserted into gaps in the base of the tree. Root structure was observed to be poor.

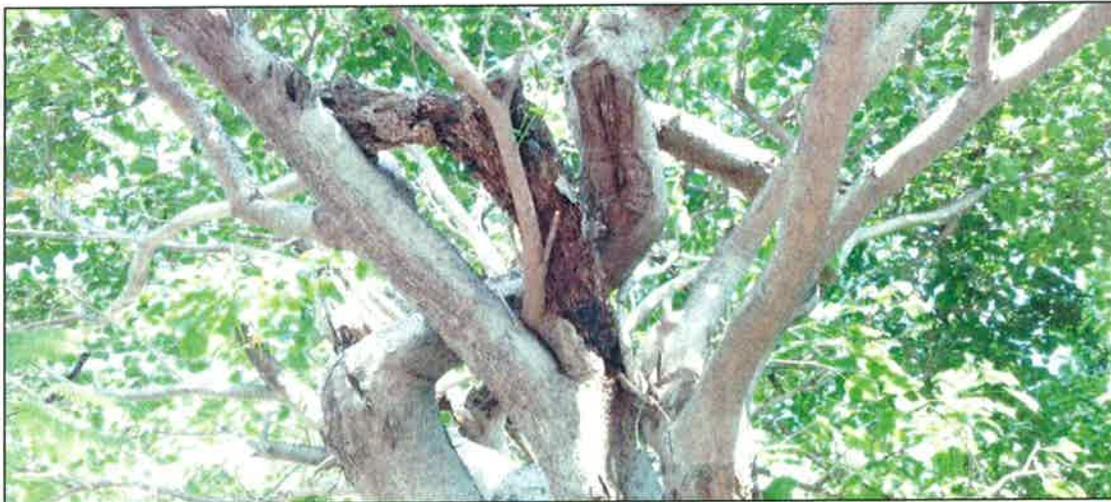
**Rating:** Fair

**Disposition:** Removal

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's municipal code.

#### **Tree 47: Sandbox Tree (*Hura crepitans*)**

**Observations:** This tree conflicts with the utility lines along Seminary Street and has structural flaws and signs of diminished health and condition. The tree is being impacted at the base by concrete. E Sciences observed numerous hanging and fallen limbs, with a number of dead or decaying limbs likely to fall in the near future. The tree has a substantial lean and decay within old wounds (see photo below).



**Rating:** Poor

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's municipal code and replacement. If the City desires preservation, E Sciences recommends structural pruning and crown cleaning. E Sciences also recommends monitoring the condition of this tree annually or biannually.

#### **Tree 48: Sandbox Tree**

**Observations:** This tree conflicts with the utility lines along Seminary Street and has structural flaws and signs of diminished health and condition. E Sciences observed numerous hanging and fallen limbs, with a number of dead or decaying limbs likely to fall in the near future. There are also stub cuts and crossing

leaders with included bark in the crown (see photo below). A fungus was observed growing on one of the larger limbs; this is often a sign of decay within the wood.



**Rating:** Poor

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's code and replacement. If the City desires preservation, E Sciences recommends structural pruning and crown cleaning. E Sciences also recommends monitoring the condition of this tree annually or biannually.

#### Tree 49: Sandbox Tree

**Observations:** This tree conflicts with the utility lines along Seminary Street and has structural flaws and signs of diminished health and condition. The tree has co-dominant leaders, with included bark and excessive growth at the attachment. E Sciences observed stress cracks along some of the larger limbs and die-back towards the tips of some of the leaders hanging over the street. There is an old wound on the trunk, which is cracked to the base of the tree (see photo right).

**Rating:** Poor

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal



of this tree per Sec. 110-327(a) of the City's municipal code and replacement. If the City desires preservation, E Sciences recommends structural pruning and crown cleaning. E Sciences also recommends monitoring the condition of this tree annually or biannually.



#### Tree 50: Sandbox Tree

**Observations:** This tree is abutting the sidewalk along Seminary Street and is growing over the cement and interfering with the fence behind it (see photo left) which is damaging the sidewalk and the tree. Overall, the crown structure of this tree is poor, with included bark at attachments, crossing and/or pressing leaders (see photo below) and decay visible at the locations of old

pruning cuts or breaks. Fungus was observed, which is an indication of decay.

**Rating:** Poor

**Disposition:** Preservation

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's municipal code and replacement. If the City desires preservation, E Sciences recommends structural pruning and crown cleaning. E Sciences also recommends monitoring the condition of this tree annually or biannually.



#### Tree 51: Number not used in tree survey



#### Tree 52: Jamaican Dogwood (*Piscidia piscipula*)

**Observations:** This tree has co-dominant leaders (photo left). There are crossing limbs, dead limbs and decay is present in old wounds. E Sciences observed included bark at one of the branch connections.

**Rating:** Poor

**Disposition:** Removal

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's municipal code and replacement.

### Tree 53: Jamaican Dogwood

**Observations:** This tree is leaning and has poor root structure. There are crossing leaders, dead limbs and decay is present in old wounds (see photo right).

**Rating:** Poor

**Disposition:** Removal

**Recommendation:** E Sciences recommends removal of this tree per Sec. 110-327(a) of the City's municipal code and replacement.



### Tree 54: Alexander Palm

**Observations:** This four-stemmed palm was observed to be chlorotic (see photo left).

**Rating:** Fair

**Disposition:** Removal

**Recommendation:** If this palm does not fit within the context of the new landscape design, E Sciences recommends removal and replacement.

### Tree 55: Alexander Palm

**Observations:** This two-stemmed palm is in good health and condition. No photo is included for this tree.

**Rating:** Good

**Disposition:** Removal

**Recommendation:** If this palm does not fit within the context of the new landscape design, E Sciences recommends removal and replacement.

### Tree 56: Silver Buttonwood (*Conocarpus erectus var. sericeus*)

**Observations:** This tree is planted in poor soil, but appears to be in good health. The form is typical of this species (see photo right).

**Rating:** Good

**Disposition:** Removal

**Recommendation:** If this tree does not fit within the context of the new landscape design, E Sciences recommends removal and replacement.





**Tree 57: Tree of Life (*Guaiacum officinale*)**

**Observations:** This tree is planted in poor soil, but appears to be in good health. The form is typical of this species (see photo left).

**Rating:** Good

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preservation.

**Tree 58: Tree of Life**

**Observations:** This tree is planted in poor soil and leans heavily. E Sciences observed some decay and sprouts at the site of previous pruning cuts, which include stub cuts. Because the tree is small, defects are unlikely to pose a risk (see photo right).

**Rating:** Fair

**Disposition:** Preservation

**Recommendation:** E Sciences recommends preservation.



**Tree 59: No tree in this location**

**Courtyard Trees**

There are trees located within a courtyard surrounded on four sides by buildings (see photo right). These trees include fourteen Alexander palms, one coconut palm, and one umbrella tree. Because the courtyard is surrounded by buildings on all four sides (with one small opening), these trees should be exempt from permitting per Sec. 110-322(b).



## SUMMARY OF RECOMMENDATIONS

Following is a summary table that includes the tree number, species, disposition, and E Sciences' recommendations.

<b>Tree Number</b>	<b>Species</b>	<b>Disposition</b>	<b>Recommendation</b>
1	Delonix regia	Remove	Remove
2	Syagrus romanzoffiana	Remove	Remove
3	Syagrus romanzoffiana	Remove	Remove
4	Ptychosperma elegans	Remove	Remove
5	Callistemon viminalis	Remove	Remove
6	Callistemon viminalis	Remove	Remove
7	Ptychosperma elegans	Remove	Remove
8	Syagrus romanzoffiana	Remove	Remove
9	Syagrus romanzoffiana	Remove	Remove
10	Ptychosperma elegans	Remove	Remove
11	Swietenia mahagoni	Remain	Preserve
12	Sabal palmetto	Remain	Preserve
13	no tree	NA	NA
14	Coccoloba uvifera	Remove	Remove
14a*	Thrinax radiata	NA	Preserve or relocate
15	Ptychosperma elegans	Remove	Remove
16	Ptychosperma elegans	Remove	Remove
16a*	Ptychosperma elegans	NA	Remove
16b*	Ptychosperma elegans	NA	Remove
16c*	Ptychosperma elegans	NA	Remove
16d*	Ptychosperma elegans	NA	Remove
17	Bursera simaruba	Remain	Remove
18	Delonix regia	Remain	Remove
19	Bursera simaruba	Remain	Remove
20	Sabal palmetto	Remain	Remove
21	Sabal palmetto	Remain	Remove
22	Sabal palmetto	Remain	Remove
23	Sabal palmetto	Remain	Remove
24	Sabal palmetto	Remain	Remove
25	Sabal palmetto	Remain	Preserve
26	Sabal palmetto	Remain	Preserve
27	Schefflera actinophylla	Remove	Remove
28	Sabal palmetto	Remain	Preserve
29	Sabal palmetto	Remain	Preserve

<b>Tree Number</b>	<b>Species</b>	<b>Disposition</b>	<b>Recommendation</b>
30	Sabal palmetto	Remain	Preserve
31	Sabal palmetto	Remain	Remove
32	Sabal palmetto	Remain	Preserve
33	Sabal palmetto	Remain	Preserve
34	Sabal palmetto	Remain	Preserve
35	Sabal palmetto	Remain	Preserve
36	Sabal palmetto	Remain	Preserve
37	Cocos nucifera	Relocate	Remove
38	Cocos nucifera	Relocate	Remove
39	Cocos nucifera	Relocate	Remove
40	Sabal palmetto	Remain	Preserve
41	Sabal palmetto	Remain	Preserve
42	Sabal palmetto	Remain	Remove
42a*	Sabal palmetto	Remain	Remove
43	Sabal palmetto	Remain	Remove
44	Sabal palmetto	Remain	Remove
45	Ficus aurea	Remain	Preserve
46	Delonix regia	Remove	Remove
47	Hura crepitans	Remain	Remove
48	Hura crepitans	Remain	Remove
49	Hura crepitans	Remain	Remove
50	Hura crepitans	Remain	Remove
51	number not used	NA	NA
52	Piscidia piscipula	Remove	Remove
53	Piscidia piscipula	Remove	Remove
54	Ptychosperma elegans	Remove	Remove
55	Ptychosperma elegans	Remove	Remove
56	Conocarpus erectus var. sericeus	Remove	Remove
57	Guaiacum officinale	Remain	Preserve
58	Guaiacum officinale	Remain	Preserve
59	no tree	NA	NA

\*was not included in original tree survey

SECTION 007200  
GENERAL CONDITIONS

1.01 FORM OF GENERAL CONDITIONS

- A. AIA Document A201 - 2007 SP "General Conditions of the Contract for Construction, for use on a Sustainable Project"
  - 1. A "sample" copy of the General Conditions applicable to this Contract is attached following this page.
- B. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.02 RELATED REQUIREMENTS

- A. Section 007300 - Supplementary Conditions: Amendments and supplements to the General Conditions applicable to this Contract.

END OF SECTION

Attachment: "Sample" copy of AIA Document A201 - 2007 SP



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

## *General Conditions of the Contract for Construction, for use on a Sustainable Project*

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

THE OWNER:  
*(Name, legal status and address)*

THE ARCHITECT:  
*(Name, legal status and address)*

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

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Sample

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

#### § 1.1.9 Special Definitions

##### § 1.1.9.1 Sustainable Objective

The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

### **§ 1.1.9.2 Sustainable Measure**

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

### **§ 1.1.9.3 Sustainability Plan**

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's and Contractor's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

### **§ 1.1.9.4 Sustainability Certification**

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED<sup>®</sup>, Green Globes<sup>™</sup>, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

### **§ 1.1.9.5 Sustainability Documentation**

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

### **§ 1.1.9.6 Certifying Authority**

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

## **§ 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.

## **§ 1.3 Capitalization**

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

## **§ 1.4 Interpretation**

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

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

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official

regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service 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.

#### **§ 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.

### **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.

**§ 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.

**§ 2.2.6** The Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, including any approved changes, or as otherwise required by the Contract Documents. The Owner

shall require that each of its contractors and consultants perform the services or work assigned to them in accordance with the Sustainability Plan.

§ 2.2.7 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

### § 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 ten-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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, including any Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 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.

§ 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.

§ 3.2.2.1 The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the

Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

**§ 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, lawful orders of public authorities, or requirements of the Certifying Authority, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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.

### **§ 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.

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work 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.

**§ 3.4.2.1** The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective. The Architect shall respond to the Contractor's request in accordance with Section 4.2.14.

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

### **§ 3.5 Warranty**

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

**§ 3.5.2** The Contractor shall perform the Sustainable Measures required to be performed by the Contractor in accordance with the Contract Documents; however, nothing contained in this Section 3.5 shall be construed as a guarantee or warranty by the Contractor that the Project will achieve the Sustainable Objective.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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 the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 Contractor's Construction Schedules**

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

**§ 3.10.2** The Contractor shall prepare 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.

### **§ 3.11 Documents and Samples at the Site and Sustainability Documentation**

**§ 3.11.1** 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.

**§ 3.11.2** The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted

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after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

### **§ 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.

**§ 3.12.10.1** In the event the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting 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. The Contractor shall also recycle, reuse, remove or dispose of materials as required by the Contract Documents.

**§ 3.15.2** The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project.

**§ 3.15.3** If the Contractor fails to clean up in accordance with Section 3.15.1 and as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 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 that would otherwise exist as to a party or person described in this Section 3.18.

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The 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 will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 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, including those that will impact the Contractor's achievement of its Sustainable Measures. 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. If the Architect determines that implementation of a proposed change would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner, who may authorize further investigation of such change. 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, Sustainability Documentation 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, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity 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, including the Sustainability Plan 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.

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

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

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

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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.

##### § 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 or 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.

### § 7.3 Construction Change Directives

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

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

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

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

§ 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;
- .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.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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 control; or by delay authorized by the Owner pending mediation and arbitration; 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.

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

### § 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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.

#### **§ 9.4 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.

#### **§ 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.

§ 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.

## § 9.7 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. Except for that portion of the Sustainability Documentation which by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion. Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion in accordance with Section 9.8.4.

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under 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. Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment.

**§ 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) all Sustainability Documentation required from the Contractor by the Contract Documents, (5) consent

of surety, if any, to final payment and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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.

**§ 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.

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## § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's 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 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 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.

§ 11.1.4 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 properly attributable thereto.

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

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, 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. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 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

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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 the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. 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 in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 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.

**§ 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.

### **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.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, 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 place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If

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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.

### § 13.6 Interest

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

### § 13.7 Time Limits on Claims

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.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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.

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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. 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.

#### § 15.1.4 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.

#### § 15.1.5 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.

§ 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.

#### § 15.1.6 Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work; and
- .3 damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures including unachieved energy savings, unintended operational expenses, lost financial or tax incentives, or unachieved gains in worker productivity.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, 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.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

Sample



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

## *General Conditions of the Contract for Construction, for use on a Sustainable Project*

### GENERAL INFORMATION

**Purpose.** AIA Document A201<sup>™</sup>–2007 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project, sets forth the rights, responsibilities, and relationships of the Owner, Contractor, and Architect. The general conditions are an integral part of the contract for construction for a sustainable project, and A201–2007 SP is incorporated by reference into AIA Document A101<sup>™</sup>–2007 SP, the Owner-Contractor Agreement. A201–2007 SP is based on AIA Document A201<sup>™</sup>–2007, with modifications that address the risks, responsibilities and opportunities unique to projects involving substantial elements of sustainable design and construction (sustainable projects). Though not a party to the contract for construction between Owner and Contractor, the Architect participates in the preparation of the Contract Documents and performs construction phase duties and responsibilities described in detail in the General Conditions.

AIA Document A201–2007 SP and the other Sustainable Projects documents included in the Conventional (A201) family of AIA Contract Documents have been developed for use on a wide variety of sustainable projects, including those in which the Sustainable Objective includes obtaining a Sustainability Certification, such as LEED<sup>®</sup> (Leadership in Energy and Environmental Design), or those in which the Sustainable Objective is based on incorporation of performance based sustainable design or construction elements. Furthermore, as new “green” codes are developed, the process outlined in the Sustainable Projects documents will help Project participants navigate the requirements of code compliance.

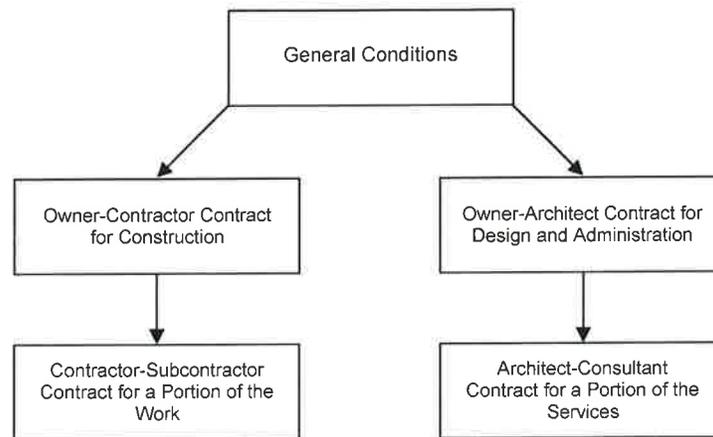
AIA Document A201–2007 SP introduces a number of new definitions and terms that are unique to the Sustainable Projects documents in the Conventional (A201) family of documents. Key among the new concepts included in the Sustainable Projects documents is the development of a Sustainability Plan. The Sustainability Plan outlines the Sustainable Measures necessary to achieve the Sustainable Objective and allocates responsibility for each of those Sustainable Measures to the party (Owner, Architect or Contractor) in the best position to perform the Sustainable Measure.

The Sustainability Plan is specifically identified as a Contract Document. This is of critical importance to the Contractor. The Contractor is responsible for performing those Sustainable Measures assigned to the Contractor by the Sustainability Plan. It is important that the Contractor review the Sustainability Plan and understand its requirements. While A201–2007 SP states that the Contractor does not guarantee achievement of the Sustainable Objective, the Contractor will be responsible for failure to perform in accordance with the Contract Documents, including the Sustainability Plan.

Each of the Sustainable Projects documents contains specific terms developed to allocate the risks presented by sustainable projects. The instructions for each document include a brief explanation of each change or addition to the text of the underlying standard document on which the SP version is based.

**Related Documents.** A201–2007 SP is incorporated by reference into AIA Documents A101<sup>™</sup>–2007 SP, Agreement Between Owner and Contractor, for use on a Sustainable Project where the basis of payment is a Stipulated Sum; A401<sup>™</sup>–2007 SP, Agreement Between Contractor and Subcontractor, for use on a Sustainable Project; and B101<sup>™</sup>–2007 SP, Agreement Between Owner and Architect, for use on a Sustainable Project. A201–2007 SP may be adopted by indirect reference into the Architect-Consultant agreement when the prime Agreement between the Owner and Architect adopts A201–2007 SP and it is in turn adopted into the Architect-Consultant agreement, AIA Document C401<sup>™</sup>–2007 SP. Such incorporation by reference is a valid legal drafting method, and documents so incorporated are generally interpreted as part of the respective contract.

The Contract Documents, including A201–2007 SP, record the Contract for Construction between the Owner and the Contractor. The other Contract Documents are the Owner-Contractor agreement, Supplementary Conditions, Drawings, Specifications, the Sustainability Plan, and Modifications. Although the AIA does not produce standard documents for Supplementary Conditions or Drawings, a variety of model and guide documents are available, including AIA Document A503<sup>™</sup>–2007, Guide for Supplementary Conditions. AIA’s MasterSpec<sup>®</sup> master guide specification system is also available from ARCOM at [www.masterspec.com](http://www.masterspec.com) or (800) 424-5080. As mentioned above and diagrammed below, A201–2007 SP is a vital document used to allocate the proper legal responsibilities of the parties.



On construction projects, contractual relationships are created between owners, architects, architects' consultants, contractors, subcontractors, sub-subcontractors, and others down through the multiple tiers of participants. If custom-crafted agreements were written in isolation for each of those contractual relationships, the problems of overlaps and gaps in the numerous participants' responsibilities could lead to mass confusion and chaos. To prevent and solve this problem, the construction industry commonly uses standardized general conditions, such as AIA Document A201–2007 SP, for coordinating those many relationships on the project by its adoption into each contract.

The AIA expends significant time and resources in the development of A201 and its related agreements to provide coordinated linkages in the tiers of legal relationships. The same is true of the Sustainable Projects (SP) versions of those documents. AIA documents related to A201 SP are crafted with common phrasing, uniform definitions and a consistent, logical allocation of responsibilities down through the tiers of relationships. AIA Document A201–2007 SP is published in conjunction with the following related documents:

- A101™–2007 SP, Agreement Between Owner and Contractor, for use on a Sustainable Project where the basis of payment is a Stipulated Sum
- A401™–2007 SP, Agreement Between Contractor and Subcontractor, for use on a Sustainable Project
- A503™–2007, Guide for Supplementary Conditions
- A701™–1997, Instructions to Bidders
- B101™–2007 SP, Agreement Between Owner and Architect, for use on a Sustainable Project
- C401™–2007 SP, Agreement Between Architect and Consultant, for use on a Sustainable Project
- D503™–2011, Guide for Sustainable Projects, including Agreement Amendments and Supplementary Conditions

AIA Document A201–2007 SP is designed to be used with the other Sustainable Projects documents in the Conventional (A201) family of documents. For sustainable projects that do not use the AIA Sustainable Projects documents, please visit [www.aia.org/contractdocs/reference](http://www.aia.org/contractdocs/reference) to consult AIA Document D503–2011, Guide for Sustainable Projects, including Agreement Amendments and Supplementary Conditions.

**Dispute Resolution—Mediation and Arbitration.** This document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this document. Arbitration is no longer mandatory under the terms of the Conventional (A201) family of documents but may be selected in the Owner-Contractor agreement. If arbitration is selected as the method of binding dispute resolution, that selection is binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778-7879, or visit their Web site at [www.adr.org](http://www.adr.org).

**Why Use AIA Contract Documents.** AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA Contract Documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

**Use of Non-AIA Forms.** If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

**Standard Forms.** Most AIA documents published since 1906 have contained in their titles the words “Standard Form.” The term “standard” is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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Unlike many other AIA Contract Documents, AIA Document A201–2007 SP does not include the AIA’s express written permission to reproduce copies of the document. The AIA will not permit reproduction of this document or its language, except upon written request and receipt of written permission from the AIA.

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#### **DIFFERENCES BETWEEN A201–2007 SP AND A201–2007**

AIA Document A201–2007 SP is based on AIA Document A201–2007, with modifications that address the risks, responsibilities and opportunities unique to sustainable projects. A brief description of each of the changes is provided below. Please visit [www.aia.org/contractdocs/reference](http://www.aia.org/contractdocs/reference) to review a comparative document that shows the differences between A201–2007 SP and A201–2007.

Sustainable design and construction projects create a number of new roles, responsibilities, and risks for project participants that may not be fully discussed in these instructions. For a more detailed discussion of the roles, responsibilities and risks unique to sustainable projects, please visit [www.aia.org/contractdocs/reference](http://www.aia.org/contractdocs/reference) to review AIA Document D503–2011, Guide for Sustainable Projects, including Agreement Amendments and Supplementary Conditions.

#### **Article 1 General Provisions**

§ 1.1.1 Reference to the Sustainability Plan has been added to the enumeration of Contract Documents.

### **§ 1.1.9 Special Definitions**

AIA Document A201–2007 SP includes a number of newly defined terms specific to sustainable projects, including Sustainable Objective, Sustainable Measure, Sustainability Plan, Sustainability Certification, Sustainability Documentation and Certifying Authority. These concepts are important to the process outlined in the Sustainable Project documents, and to the outcome of a sustainable project.

### **Article 2 Owner**

**§ 2.2.6** The success of sustainable projects depends on each party performing the Sustainable Measures assigned to that party in the Sustainability Plan. This section has been added to place an obligation on the Owner to perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan.

**§ 2.2.7** Because the various Sustainability Certification programs may place requirements specifically on the Owner in addition to those related to the design and construction of the Project, such as the requirement to provide post occupancy utility bills, language has been added stating that the Owner will comply with the requirements of the Certifying Authority before and after construction.

### **Article 3 Contractor**

**§ 3.1.2** The success of sustainable projects depends on each party performing the Sustainable Measures assigned to that party in the Sustainability Plan. Similar to the requirement placed on the Owner in Section 2.2.6, this section requires the Contractor to perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

**§ 3.2.2.1** This section was added to provide a process for correcting conditions that might affect achievement of the Sustainable Objective. If the Owner or Architect recognizes such a condition, the Contractor is required to participate in meetings with the Owner and Architect to discuss alternatives to correct the condition. It also places a responsibility on the Contractor to report such conditions that are discovered or made known to the Contractor.

**§ 3.2.3** Reference to the Certifying Authority has been added to this section. The Contractor is not required to ascertain if the Contract Documents are in accordance with the requirements of the Certifying Authority but must report nonconformities discovered by or made known to the Contractor.

**§ 3.4.2.1** Because substitutions can potentially affect achievement of a Sustainable Measure or the Sustainable Objective, this section was added to provide a process by which such effects can be identified. The Contractor is required to include, with a substitution request, a written representation identifying any potential effect the substitution may have on achievement of a Sustainable Measure or the Sustainable Objective. The Contractor may request that the Architect provide information describing how the product, material or equipment for which a substitution is proposed was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

**§ 3.5.2** The success of a sustainable project is dependent on the work of all participants and cannot be guaranteed by any one party. This section states that the Contractor will perform the Sustainable Measures required by the Contract Documents, but does not provide a guarantee or warranty under Section 3.5 that the Project will achieve the Sustainable Objective. This language is not intended to absolve the Contractor of liability for failing to perform in accordance with the Contract Documents.

**§ 3.11.2** This subsection has been added to address the Contractor's responsibility to prepare, complete and submit Sustainability Documentation to the Architect as required by the Sustainability Plan and the Contract Documents.

**§ 3.12.10.1** The Owner's Sustainable Objective or other Project requirements may necessitate use of untested materials and equipment on the Project. The Contractor's design professionals may be unable to confirm a track record of reliability for the materials or equipment. If the materials or equipment fail to perform in accordance with the manufacturer's representations, the Project may fail to achieve the Sustainable Objective. It is important that the Contractor discuss untested products proposed by its design professionals with the Owner and Architect and inform the Owner and Architect of any potential impact on the Sustainable Objective that may occur if the product fails to meet the manufacturer's representations. If, after discussion with the Contractor about the potential impacts on the Sustainable Objective, the Owner chooses to use the product, the model language included in Section 3.12.10.1 may limit the Contractor's and Architect's liability for a failure of the product to perform in accordance with the manufacturer's representations.

§ 3.15.1 Language has been added to this section requiring the Contractor to recycle, reuse, remove or dispose of materials as required by the Contract Documents and as necessary to achieve the Sustainable Objective.

§ 3.15.2 Because of the importance of construction waste management on a sustainable project, this section requires the Contractor to prepare a construction waste management and disposal plan that sets forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project.

#### **Article 4 Architect**

§ 4.2.3 Language has been added to this section requiring the Architect to report to the Owner known deviations from the Contract Documents and defects or deficiencies in the Work that the Architect observes during site visits and that will have an impact on achievement of the Sustainable Measures.

§ 4.2.8 Language has been added to this section requiring the Architect to notify the Owner in the event that a proposed change by the Contractor will materially impact a Sustainable Measure or the Sustainable Objective. The Owner may then authorize further investigation of the change.

#### **Article 5 Subcontractors**

§ 5.3 The Sustainability Plan is added to the copies of the Contract Documents that the Contractor is required to provide to the Subcontractors.

#### **Article 9 Payments and Completion**

§ 9.8.1 Language has been added requiring the Contractor to submit all Sustainability Documentation required from the Contractor as a condition of Substantial Completion except Sustainability Documentation which, by its nature, must be provided after Substantial Completion. This section also states the important distinction between Substantial Completion and achievement of the Sustainable Objective, particularly if the Sustainable Objective is tied to a Sustainability Certification, by noting that Substantial Completion is not conditioned on verification of, or actual achievement of, the Sustainable Objective. This language does not relieve the Contractor of its obligation to correct defective Work; particularly defective Work that might be an impediment to achieving the Sustainable Objective.

§ 9.10.1 Language has been added stating that verification of, or actual achievement of, the Sustainable Objective is not a condition precedent to issuance of a final Certificate for Payment. This language does not relieve the Contractor of its obligation to correct defective Work; particularly defective Work that might be an impediment to achieving the Sustainable Objective.

§ 9.10.2 The Sustainability Documentation has been added to the list of items the Contractor must provide to the Architect before final payment or final release of retainage may occur.

#### **Article 15 Claims and Disputes**

§ 15.1.6.3 Because new types of consequential damages may be claimed on sustainable projects, this subsection has been added to clarify that claims for damages arising from unachieved energy savings, unintended operational expenses, lost financial or tax incentives, or unachieved gains in worker productivity are considered consequential and mutually waived under the Agreement.

#### **USING A201–2007 SP**

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would

completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

#### **Cover Page**

**Project.** The Project should be identified with the same name, and location or address as set forth in the Owner-Contractor agreement.

**Owner.** The Owner should be identified using the same legal name and the address as set forth in the Owner-Contractor agreement.

**Architect.** Similarly, the Architect should be identified using the same legal name and the address as set forth in the Owner-Contractor agreement.

## SECTION 007300

### SUPPLEMENTARY CONDITIONS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in the General Conditions and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

##### 1.02 RELATED REQUIREMENTS

- A. Section 001100 - Bidding Documents.
- B. Section 007200 - General Conditions
- C. Section 013516 - LEED Submittal Forms.

##### 1.03 MODIFICATIONS TO GENERAL CONDITIONS.

###### A. Regarding ARTICLE 3 - CONTRACTOR:

- 1. DELETE Sections 3.18.1 and 3.18.2, and substitute the following in lieu thereof:

"3.18.1 To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees\* (herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

3.18.2 The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work."

2. DELETE Section 3.7.1, and substitute the following in lieu thereof:

“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 and construction is concluded, including closing all permits.”

3. DELETE Section 3.9.1, and substitute the following in lieu thereof:

“3.9.1 The Contractor shall employ a competent superintendent, capable of reading, writing and conversing fluently in the English language, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor and Subcontractors, and communications given to the superintendent shall be as binding as if given to the Contractor.”

4. DELETE Section 3.11.1, and substitute the following in lieu thereof:

“3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders, Notices, Initial Decisions and other Modifications, in good 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.”

5. ADD the following Sections 3.18.2.1 and 3.18.2.2:

“.1 The indemnification obligation under Section 3.18.1 shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom the Contractor may subcontract a part or all of the Work.

.2 The indemnification obligation under Section 3.18.1 shall continue beyond the date of completion of the work.”

**B. Regarding ARTICLE 8 - TIME:**

1. ADD the following Section 8.1.1.1:

“.1 Contract Time: NINETY (90) calendar days.”

2. DELETE Section 8.3.1, and substitute the following in lieu thereof:

“8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes 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 with Owner's consent."

C. Regarding ARTICLE 9 - PAYMENTS AND COMPLETION:

1. DELETE Section 9.2, and substitute the following in lieu thereof:

"9.2 SCHEDULE OF VALUES

The Contractor shall submit to the Architect, within 15 days after date of Owner-Contractor Agreement, 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 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."

2. ADD the following Section 9.3.1.3:

"3 Retainage: Except as provided hereafter, the Owner shall retain ten percent (10%) of the value for completed portions of the Work, including approved Change Orders, until fifty percent (50%) completion has been achieved, at which time retainage shall be reduced to equal five percent (5%) of the value of such completed portions of the Work, which will continue at the five percent (5%) level until Substantial Completion is achieved. This reduction in retainage shall occur without any required or specific actions on the part of the Owner or the Contractor. With the next pay application after Substantial Completion, the Owner shall release all retainage except for an amount equal to two (2) times the estimated cost to the Owner of completing the punch list items, as provided by the Architect. At final acceptance, all remaining retainage will be released with the final payment. For the purpose of identifying the point at which the retention amount is changed from ten percent (10%) to five percent (5%), fifty percent (50%) completion is defined as having occurred when the total of all Contract payments made to the Contractor is equal to or exceeds the current total Contract Sum amount (including approved Change Orders) divided by two."

3. DELETE Section 9.3.2, and substitute the following in lieu thereof:

"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 established by the Architect and 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."

4. ADD the following Sections 9.8.1.1 and 9.8.1.2:

“.1 The building official’s issuance of a certificate of completion for the Work, in accordance with Section 111 of Florida Building Code - Building, is a prerequisite of Substantial Completion.

.2 Liquidated Damages:

It is mutually agreed between the Contractor and the Owner that time is of the essence in this Contract. The Contractor agrees that the Work embraced by this Contract shall be Substantially Complete within the Contract Time.

Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, it shall pay to the Owner as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day for each calendar day until the Work is Substantially Complete.

This per diem sum for liquidated damages shall not be construed as a penalty in any sense, and is mutually agreed upon between the Contractor and Owner because of the difficulty of ascertaining and establishing the actual damages which the Owner would sustain.

If the Contractor is delayed at any time in the progress of the Work by any cause enumerated in Section 8.3.1, the Contract Time shall be extended in accordance with the provisions of Section 8.3.

The Owner shall have the right to deduct liquidated damages assessments from any payment due, or which may thereafter become due, to the Contractor under this Contract. In case the payment amount which may become due to the Contractor is less than the amount of liquidated damages due to the Owner, the Contractor shall pay the difference upon demand by the Owner.”

D. Regarding ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

1. DELETE Section 10.3.3, and substitute the following in lieu thereof:

“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 causes bodily injury or death as described in Section 10.3.1 and has 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 or compensable under the workers’ compensation laws.”

2. DELETE Section 10.3.6, and substitute the following in lieu thereof:

“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 reasonable cost and necessary expense thereby incurred.”

E. Regarding ARTICLE 11 - INSURANCE AND BONDS:

1. DELETE Sections 11.1 and 11.2, and substitute the following in lieu thereof:

"11.1 Insurance and Liability:

11.1.1 CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provisions of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage / Legal
Additional Umbrella Liability	\$3,000,000	Occurrence / Aggregate

11.1.2 CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies.

11.1.3 CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

11.1.4 Notwithstanding any other provisions of the Contract, the CONTRACTOR shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

11.1.5 The work being done is on or near a navigable waterway, CONTRACTOR's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage as specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

11.1.6 CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

11.1.7 Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

11.1.8 CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 089-3811 of any accident of injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

11.1.9 Sample endorsements required by articles 11.1.1 through 11.1.8 are included as attachments to this section (see Attachments 1 through 10).

11.2 (This article left blank intentionally)."

2. DELETE Sections 11.3.1 and 11.3.2, and substitute the following in lieu thereof:

"11.3.1 Builder's Risk Property Insurance: The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida, builder's risk property insurance 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.

- .1 Property insurance shall be on an "all-risk" 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 as a result of such insured loss.
- .2 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.
- .3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .4 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 (This article left blank intentionally)."

3. DELETE Section 11.3.3, and substitute the following in lieu thereof:

"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. For uncompensated losses beyond the extent of such available and collectable insurance, the Owner does not waive rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused."

4. ADD the following Section 11.4.3:

"11.4.3 Except as otherwise required by statute, the minimum requirements relating to performance bonds and payment bonds shall be as follows:

- .1 A "performance bond" on the part of the contractor for 100 percent of the contract price, executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- .2 A "payment bond" on the part of the contractor for 100 percent of the contract price, executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

- 3 Bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority as an acceptable surety pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

5. ADD the following Section 11.5:

"11.5 INDEMNIFICATION

11.5.1 To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to the persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

11.5.2 The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom the CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work."

F. Regarding ARTICLE 12 – UNCOVERING AND COREECTION OF WORK

1. DELETE Section 12.1, and substitute the following in lieu thereof:

"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 or request by government authority, 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 for 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 his separate contractor in which event the Owner shall be responsible for such costs."

G. Regarding ARTICLE 13 - MISCELLANEOUS PROVISIONS:

1. ADD the following Sections 13.8 and 13.9:

"13.8 FLORIDA TRENCH SAFETY ACT (90-96, CS/SB 2626):

13.8.1 All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

13.9 LEADERSHIP IN ENERGY AND ENVIRONMENT DESIGN / LEED CERTIFICATION:

13.9.1 The Contractor shall perform all the Work and incorporate into the construction of the Project the LEED requirements indicated in the Contract Documents, to ensure that the Owner obtains no less than a LEED (Silver LEVEL) rating under the LEED for New Construction and Major Renovation rating system, v2009 as administered by the United States Green Building Council (USGBC).

13.9.2 The Contractor's responsibilities as part of the LEED certification process, include, among other duties, the storage and collection of recyclables; construction waste management; material reuse; recycled content; construction indoor air quality management, tracking of documentation, and the implementation of the indoor air quality management plans during construction and the preoccupancy phase.

13.9.3 The Work includes, but is not limited to the tracking, collecting, assembling, and submitting of all the LEED required information to the Architect and/or the Owner, all in the specified format and in a timely manner to avoid delays. Ensure that the building system is installed, maintained, and tested to make sure that they will perform in conformance with the design intent, the Owner's Project Requirements and operational needs, and the Contract Documents. Create a LEED checklist to be used during construction to ensure that the Contractor, Subcontractors and Suppliers comply with the LEED Certification requirements.

13.9.4 Copies of the LEED Submittal Forms and/or documentation that are due during a payment period are required to be submitted within the Contractor's application for payment package of that period. Failure of Contractor to provide such documentation in a timely manner may result in Contractor's payment to be withheld by the Owner.

13.9.5 The Contractor shall delegate to a member of their staff, who is a LEED Accredited Professional, the responsibility to track, collect, assemble, and submit all the LEED required information to the Architect, the USGBC and/or the Owner;

and to lead the commissioning efforts for the Contractor on this Project. This individual will be required to work closely with the Architect, the LEED-AP, and the Commissioning Authority, to collect all data during the performance of the Work required for LEED certification and to ensure all of the LEED Certification requirements are met in the performance of the Work, materials incorporated into the Work, and the recycling and disposal of waste or excess materials.

1. For minimum LEED qualifications, refer to “Qualifications of Contractors” in the “Instructions To Bidders” document.

13.9.6 Contractor, in conjunction with the Architect and the Commissioning Authority, shall conduct a post occupancy review ten (10) months after the completion of the construction of the Project to review and inspect the Project for warranty issues. This task includes, but is not limited to; both a review of current operation to identify any potential warranty related problems before the typical 12 month warranty expiration, and an interview with building and facility operating staff to identify their concerns.

13.9.7 Delays or changes in construction required to meet the LEED’s rating will not be considered Excusable Delays nor will the costs be compensable.

13.9.8 Should the Project fail to obtain the stipulated LEED Certification as a result of Contractor’s acts, omissions, or negligence, Contractor shall be liable to the Owner for the increased costs of construction incurred by the Owner in its effort to obtain the stipulated LEED Certification.”

#### H. Regarding ARTICLE 15 - CLAIMS AND DISPUTES:

1. ADD the following Section 15.1.5.3:

“.3 If the Contractor is delayed in the progress of the Work by two or more of the causes enumerated in Section 8.3.1, the Contractor shall not be entitled to a separate time extension for each of the causes; only one time extension shall be granted for the delays.”

2. DELETE Section 15.2.6.1, and substitute the following in lieu thereof:

“15.2.6.1 Either party may, within 30 days from the date of an initial decision by the Architect, demand in writing that the other party agree to mediation to be held within 60 days of the initial decision. If such demand is made and the party receiving the demand fails to agree and appear for mediation within the time required, then both parties waive their rights to mediate.”

3. DELETE Sections 15.3.2 and 15.3.3, and substitute the following in lieu thereof:

“15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by a certified mediator familiar with Industry Mediation Procedures in effect on the date of the Agreement. A request for administering the 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. 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."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment 1: Sample Certificate of Liability Insurance (1 page).

Attachment 2: Sample Additional Insured - Owners, Lessees or Contractors - Scheduled Person of Organization (1 page).

Attachment 3: Sample Additional Insured - Owners, Lessees or Contractors - Completed Operations (1 page).

Attachment 4: Sample Earlier Notice of Cancellation Provided by Us (1 page).

Attachment 5: Sample Waiver of Transfer of Rights of Recovery Against Others to Us (1 page).

Attachment 6: Sample Waiver of Our Right to Recover from Others Endorsement (1 page).

Attachment 7: Sample Navigable Waterway Addendum (1 page).

Attachment 8: Sample Certificate of Liability Insurance (1 page).

Attachment 9: Sample Workers Compensation and Employers Liability Insurance Policy - Longshore and Harbor Workers' Compensation Act Coverage Endorsement (1 page).

Attachment 10: Sample Workers Compensation and Employers Liability Insurance Policy - Maritime Coverage Endorsement (2 pages).



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

9-7-12 Navigable waterway addendum

City of Key West confirms that the scope of services specified in the Contract, requires work on or near a navigable waterway. Waterway description: \_\_\_\_\_

Therefore the following coverages will indeed be required as specified in the contract documents:

**Workers Compensation / Employer Liability**

\_\_\_\_\_ USL&H Coverage (Longshore and Harbor Workers' Compensation Act)  
Endorsement WC 00 01 06 A

\_\_\_\_\_ Jones Act Coverage\*  
Endorsement WC 00 02 01 A

**Marine Third Party Liability**

\_\_\_\_\_ Protection & Indemnity                      \$1,000,000 limit

\*Jones Act (Crew) coverage may be provided under the P& I policy, if  
\_\_\_\_\_ is using an OWNED vessel during the course of the work.



**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State

**Longshore and Harbor Workers'  
Compensation Act Coverage Percentage**

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 01 06 A  
(Ed. 4-92)

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**MARITIME COVERAGE ENDORSEMENT**

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

**A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

**G Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium \$

3. Limits of Liability

Bodily Injury by Accident \$ \_\_\_\_\_ each accident

Bodily Injury by Disease \$ \_\_\_\_\_ aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

## SECTION 011000

### SUMMARY

#### PART 1 - GENERAL

##### 1.01 PROJECT

- A. Project Title: Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition.
- B. Owner: City of Key West, Florida.
- C. Design Team:
  - 1. General:
    - a. Consultant shall serve as the Owner's Representative for the Project, with authority to act on behalf of the Owner to the extent provided in the Contract and as outlined in the Special Conditions.
  - 2. Prime Consultant (Architect): Bender & Associates Architects, P.A.
  - 3. Sub-consultants:
    - a. Architect: M.C. Harry & Associates, Inc.
    - b. Structural Engineer: Atlantic Engineering Services.
    - c. Landscape Architect: E Sciences, Inc.
    - d. Geotechnical Engineer: AMEC Environment & Infrastructure, Inc.
    - e. M/E/P Engineer: Hufsey-Nicolaides-Garcia-Suarez Associates, Inc.
    - f. Art Conservation Services: Viviana Dominquez (Murals Conservator)
    - g. Environmental Assessment: EE&G Environmental
    - i. Historic Preservation: Bender & Associates Architects, P.A.
- D. Project Description: The Project consists of the demolition of the existing Cafeteria Building, selective demolition of portions of the existing historic Glynn-Archer School, salvage of designated elements, limited sitework, consisting of demolition of parking, hardscape and related work shown in the drawings.

##### 1.02 DEFINITIONS

- A. Architect: Where any of the terms "Architect", "Architect/Engineer", or "A/E" is used in the drawings or specifications, it shall be deemed to mean "Consultant".
- B. Owner: Where the term "Owner" is used in the drawings or specifications, it shall be deemed to mean "City of Key West".

##### 1.03 DESCRIPTION OF DEMOLITION AND ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings.
  - 1. Asbestos and lead abatement prior to other demolition activities.
  - 2. Existing Building Demolition:
    - a. Demolition of the existing Cafeteria Building structure on site and removal of its foundations and all associated utilities. Site areas where foundations and underground utilities are removed are to be backfilled and graded to existing grade elevation.
    - b. Demolition of designated minor structures as indicated on the drawings and removal of foundations. Site areas will be backfilled at the removed

foundations and filled to existing grade elevation.

3. Selective Demolition for Remodeling:
  - a. The historic Glynn Archer School building is a locally significant historic resource, dating to 1923. Care shall be taken to protect the exterior historic walls designated to remain. The purpose of this selective demolition phase is to permit investigation of structural elements to remain and document deficiencies requiring corrective measures, which will be incorporated into the Phase 2 construction documents.
  - b. Roofs: Roofing shall remain intact in order to maintain a weathertight envelope. Roof appurtenances will be removed as indicated. (Patches will be limited to damage caused during removal of appurtenances.)
  - c. Floors: Removal of designated portions of flooring, floor decks and floor structures, as indicated on the drawings.
    - (1) NOTE: Existing concrete foundations are to remain and shall be protected from damage, except as otherwise indicated on the drawings.
  - d. Interior Stairs: Removal of stair treads, risers, stringers, railings and other elements, as indicated on the drawings
  - e. Exterior Metal Stairs: Stairs shall remain intact and shall be protected from damage, except as otherwise indicated on the drawings.
  - f. Walls and Columns: Removal of interior wall finishes, including lath and furring, and stud-framed walls, as indicated on the drawings.
    - (1) NOTE: Existing concrete walls and columns and existing exterior wall finishes are to remain and shall be protected from damage, except as otherwise indicated on the drawings.
  - g. Doors and Windows: Removal of doors and windows, as indicated on the drawings. All storm shutters, tracks and related hardware or fasteners shall be removed.
- B. Scope of alterations work is shown on drawings.
- C. Electrical Power and Lighting: Remove existing system, including conduit and wiring, except where otherwise indicated on drawings.
- D. Fire Suppression Sprinklers: Remove existing system, except where otherwise indicated on drawings.
- E. Fire Alarm: Remove existing system, except where otherwise indicated on drawings.
- F. Owner will remove the following items before start of work:
  1. WPA Murals located in the auditorium.
  2. WPA medallions in lobbies.
- G. Contractor shall remove and deliver the following to Owner prior to start of work:
  1. All items identified on the Drawings.
- H. Salvage: Contractor shall remove and store the following prior to start of work, for later reinstallation during the Phase 2 reconstruction:
  1. Wood tongue & groove flooring at auditorium stage.
  2. One hundred (100) auditorium seats, as selected by Architect.

#### 1.04 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations on site.

#### 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Use of designated portions of the site by the public.
- C. Construction Safeguards: Comply with construction safety requirements of the authorities having jurisdiction and the governing building code, including but not limited to FBC-B Chapter 33 and FBC-EB Chapter 14. .
- D. Provide access to and from site as required by law:
  - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions (e.g., allowable work hours; time restrictions related to noise control):
  - 1. On-site construction, demolition, drilling, and other similar activities shall be limited to the hours of 8:00 AM and 7:00 PM on Monday through Friday, and 9:00 AM to 5:00 PM on Saturday, except as otherwise authorized or directed by Owner's Construction Manager.
  - 2. On-site construction, demolition, drilling, and other similar activities shall not generate unreasonable or disturbing noise, except as allowed under City of Key West noise ordinance (Key West Code of Ordinances, Sec. 26-193).
- F. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.
  - 4. Disruption of Utilities: Refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 013000  
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Contractor's construction schedules.
- D. Progress photographs.
- E. Submittals:
  - 1. Submittals for review, information, and project closeout.
  - 2. Number of copies of submittals.
  - 3. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.
- C. Section 011100 - Summary.
- D. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 017800 - Closeout Submittals: Project record documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after award of the Contract.
- B. Attendance Required:
  - 1. Owner (Owner's Representative).
  - 2. Architect (Project Manager).
  - 3. Contractor (Project Manager, LEED AP Coordinator, and Superintendent).
  - 4. Major construction trade subcontractors.
  - 5. Others, per Owner's approval.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and construction schedule.

5. Designation of personnel representing the parties to Contract and Architect.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, LEED AP Coordinator, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of construction schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on construction schedule and coordination.
  11. LEED Activities Progress Report.
  12. Other business relating to Work.
- E. Contractor will record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.03 CONTRACTOR'S SCHEDULES

- A. General:
  1. Before commencing any work, prepare and submit to the Architect/Engineer the initial Progress Schedule and Schedule of Values in triplicate. After review by Architect/Engineer, revise and resubmit as required for approval by the Architect/Engineer and the Owner. Submit revised Progress Schedule with each application for partial payment, reflecting changes since previous submittal.
  2. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- B. Construction Progress Schedules:
  1. Within 7 days after being awarded the Contract, the Contractor shall prepare and submit for Owner's and Architect's information the construction schedule

2. The construction schedule shall provide for expeditious and practicable execution of the Work, and shall be revised at least monthly to reflect physical progress in the Work and to provide additional information related to plans for upcoming work activities.
  3. Microsoft Project Professional 2010 project management software or equivalent shall be used for preparation and periodic revisions of a construction schedule, and format for construction schedule submittals shall include CPM Gantt chart(s).
  4. Construction Progress Reports: As part of the periodic revisions of the construction schedule, the Contractor shall prepare and submit for Owner's and Architect's information a monthly construction progress report describing the physical progress during the report period, plans for the forthcoming report period, actions to correct any negative float predictions, and potential delays and problems and their estimated impact on performance and the overall project completion date.
  5. Submit latest updated construction schedule with each Application for Payment.
- C. Submittal Schedule:
1. Within 7 days after being awarded the Contract, the Contractor shall prepare and submit for Architect's approval a submittal schedule.
  2. Submittal schedule shall be coordinated with the construction schedule, and data from submittal schedule shall be incorporated into required construction schedule submittals.
  3. Submittal schedule shall allow the Architect reasonable time to review submittals.
    - a. In no instance shall the scheduled review time for any submittal be less than 14 days.
    - b. For submittals requiring review by multiple design disciplines (e.g., MEP submittals), additional time for review shall be allocated.
- D. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.04 PROGRESS PHOTOGRAPHS

- A. Submit new photographs each week, within 3 days after exposure.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.
- D. Views:
  1. Consult with Architect for instructions on views required.
  2. Provide factual presentation.
  3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  1. Delivery Medium: Via email.
  2. File Naming: Include project identification, date and time of view, and view identification.

3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### 3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
    1. Product data.
    2. Shop drawings.
    3. Samples for selection.
    4. Samples for verification.
  - B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - C. Samples will be reviewed only for aesthetic, color, or finish selection.
  - D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.
- D. For additional requirements, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 007300 - Supplementary Conditions.
- ### 3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Engineering calculations.
  3. Certificates.
  4. Test reports.
  5. Inspection reports.
  6. Manufacturer's instructions.
  7. Manufacturer's field reports.
  8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.
- C. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.
- C. For additional requirements, refer to Section 007200 - General Conditions and Section

007300 - Supplementary Conditions.

### 3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger than 8-1/2 x 11 inches (215 x 280 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
  - 2. Larger Sheets, Not Larger than 36 x 48 inches (910 x 1220 mm): Submit one reproducible transparency and two opaque reproduction copies.
- B. Documents for Information: Submit two copies.
- C. Extra Copies at Project Closeout: See Section 017800 - Closeout Submittals.
- D. Samples: Submit three samples, two of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.
- E. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.09 SUBMITTAL PROCEDURES

- A. Transmit each submittal with appropriate transmittal form (e.g., AIA Form G810 or other form approved by Architect and Owner).
- B. Sequentially number each submittal on the transmittal form.
  - 1. Revise submittals with original number and a sequential alphabetic suffix.
- C. Include the following submittal identification information on each copy:
  - 1. Project (name and number), Contractor (name and address), and applicable subcontractor or supplier.
  - 2. Pertinent drawing and detail number, and specification section number.
  - 3. Submittal date and dates of previous submittals.
  - 4. Deviations from Contract Documents.
- D. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- E. When revised for resubmission, identify all changes made since previous submission.
- F. Provide space for Contractor and Architect/Engineer review stamps on each copy.
  - 1. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow a minimum of 14 calendar days for review and approval/disapproval by the A/E in all cases.

1. The time allowed for review and approval/disapproval by the A/E shall be measured from first full business day following receipt by the A/E until A/E's notification to Contractor that the review and approval/disapproval by the A/E has been completed. Time required for delivery of submittal materials from Contractor to A/E and for delivery of reviewed submittal materials from A/E to Contractor shall be in addition to the time allowed for review and approval/disapproval by the A/E.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.
- L. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.10 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. The Contractor shall be responsible for the preparation of detailed shop drawings necessary for the fabrication, erection, and construction of all parts of the work in conformity with the requirements of the Contract Documents.
  1. Contract drawings prepared by the A/E shall not be used as shop drawings, nor shall such contract drawings be enhanced for use as shop drawings except as specifically authorized by the A/E.
- B. Each submission of shop drawings, product data or samples shall be accompanied by a transmittal letter listing the drawings submitted by number and title.
- C. When professional engineering calculations and/or certifications of performance criteria of materials, systems, and/or equipment are required, the Architect/Engineer is entitled to rely upon the accuracy and completeness of calculations and certifications submitted by Contractor. When required by the contract documents, such calculations and/or certifications shall be submitted in a neat, clear and in an easy to follow format, and signed and sealed by a Professional Engineer registered in the State of Florida.
- D. Failure to comply with any of the above may result in the rejection of shop drawings.
- E. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.11 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's published instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for Product Data.

### 3.12 FIELD SAMPLES

- A. Provide field samples of finishes at project as required by individual Specifications section. Install sample complete and finished. Acceptable samples in place may be retained in completed work, unless otherwise indicated.

M.C. Harry and Associates, Inc.  
Architecture/Engineering/Planning

ADMINISTRATIVE REQUIREMENTS

END OF SECTION

Miami Dade College, North Campus  
Building 3000/5000 Renovations  
MDC Project No. NOR13001

ADMINISTRATIVE REQUIREMENTS  
001300 - 7 of 7

## SECTION 013514

### LEED-NC 2009 CREDIT SUMMARY

#### PART 1 - GENERAL

##### 1.01 DEFINITIONS

- A. LEED Rating System: LEED-NC (New Construction and Major Renovations) 2009 edition.
- B. Required: Achievement of this credit is essential for certification of this project.
- C. Preferred: Achievement of this credit would be desirable but is not mandatory.
- D. Not Required: Achievement of this credit is not expected or not possible for this project.
- E. Project: The term "project" as used in this section refers to all work included in Phase 1 - Selective Demolition and Phase 2 - New Construction and Major Renovation.
  - 1. Each "Required" credit for which products and procedures used in Phase 1 - Selective Demolition will be necessary to ensure achievement of the designated point(s) is identified as "Required (Phase 1 and Phase 2)".

##### 1.02 RELATED REQUIREMENTS

- A. Division 01 - General Requirements:
  - 1. Section 013515 - LEED Certification Procedures
  - 2. Section 015713 - Temporary Erosion and Sediment Control
  - 3. Section 017000 - Execution and Closeout Requirements
  - 4. Section 017419 - Construction Waste Management
- B. Division 02 - Existing Conditions:
  - 1. Section 024100 - Demolition

##### 1.03 REFERENCE STANDARDS

- A. See Section 014219 - Reference Standards for additional information.

#### PART 2 - CREDIT SUMMARY

2.01 CERTIFICATION TO BE ACHIEVED: SILVER, REQUIRING MINIMUM OF 50 POINTS.

2.02 SUSTAINABLE SITES (SS): 23 POINTS TO BE ACHIEVED.

- A. SS Prerequisite 1 - Required (Phase 1 and Phase 2) - No points - Construction Activity Pollution Prevention.
  - 1. During Demolition and Construction:
    - a. Preventive measures and remediation are specified in Section 015713 - Temporary Erosion and Sediment Control.
    - b. Dust control and basic surface drainage are specified in Section 017000 - Execution and Closeout Requirements.
    - c. Preventive measures prescribed by state laws and local regulations will be followed.
  - 2. Permanent erosion and sedimentation prevention features are to be provided:

- B. SS Credit 1 - Required (Phase 2 only) - 1 point - Site Selection.
- C. SS Credit 2 - Required (Phase 2 only) - 5 points - Development Density & Community Connectivity.
- D. SS Credit 3 - Required (Phase 2 only) - 1 point - Brownfield Redevelopment.
- E. SS Credit 4.1 - Required (Phase 2 only) - 6 points - Alternative Transportation: Public Transportation Access.
- F. SS Credit 4.2 - Required (Phase 2 only) - 1 point - Alternative Transportation: Bicycle Storage & Changing Rooms.
- G. SS Credit 4.3 - Required (Phase 2 only) - 3 points - Alternative Transportation: Low-Emitting & Fuel-Efficient Vehicles.
- H. SS Credit 4.4 - Required (Phase 2 only) - 2 points - Alternative Transportation: Parking Capacity.
- I. SS Credit 5.1 - Not Required - 1 point - Site Development: Protect or Restore Habitat.
- J. SS Credit 5.2 - Not Required - 1 point - Site Development: Maximize Open Space.
- K. SS Credit 6.1 - Required (Phase 2 only) - 1 point - Stormwater Design: Quantity Control.
- L. SS Credit 6.2 - Required (Phase 2 only) - 1 point - Stormwater Design: Quality Control.
- M. SS Credit 7.1 - Required (Phase 2 only) - 1 point - Heat Island Effect: Non-Roof.
- N. SS Credit 7.2 - Required (Phase 2 only) - 1 point - Heat Island Effect: Roof.
- O. SS Credit 8 - Not Required - 1 point - Light Pollution Reduction.

2.03 WATER EFFICIENCY (WE): 6 POINTS TO BE ACHIEVED.

- A. WE Prerequisite 1 - Required (Phase 2 only) - No points - Water Use Reduction, 20% Reduction.
- B. WE Credit 1.1 - Required (Phase 2 only) - 2 points - Water Efficient Landscaping: Reduce by 50%.
- C. WE Credit 1.2 - Not Required - 2 points - Water Efficient Landscaping: No Potable Use or No Irrigation.
- D. WE Credit 2 - Not Required - 2 points - Innovative Wastewater Technologies.
- E. WE Credit 3.1 - Required (Phase 2 only) - 2 points - Water Use Reduction, Minimum 30% Reduction.
- F. WE Credit 3.2 - Required (Phase 2 only) - 2 points for Minimum 40% Reduction - Water Use Reduction.

2.04 ENERGY & ATMOSPHERE (EA): 17 POINTS TO BE ACHIEVED.

- A. EA Prerequisite 1 - Required (Phase 2 only) - No points - Fundamental Commissioning of Building Energy Systems.

- B. EA Prerequisite 2 - Required (Phase 2 only) - No points - Minimum Energy Performance.
- C. EA Prerequisite 3 - Required (Phase 2 only) - No points - Fundamental Refrigerant Management.
- D. EA Credit 1 - Required (Phase 2 only) - 4 points - Optimize Energy Performance. Minimum 20% Energy Savings for Existing Building Renovation.
- E. EA Credit 2 - Required (Phase 2 only) - 7 points - On-Site Renewable Energy. 13% offset.
- F. EA Credit 3 - Required (Phase 2 only) - 2 points - Enhanced Commissioning.
- G. EA Credit 4 - Required (Phase 2 only) - 2 points - Enhanced Refrigerant Management.
- H. EA Credit 5 - Not Required - 3 points - Measurement & Verification.
- I. EA Credit 6 - Required (Phase 2 only) - 2 points - Green Power.

2.05 MATERIALS & RESOURCES: 6 POINTS TO BE ACHIEVED.

- A. MR Prerequisite 1 - Required (Phase 2 only) - No points - Storage & Collection of Recyclables.
- B. MR Credit 1.1 - Undecided - 1 point for 55% - Building Reuse: Maintain Existing Walls, Floors & Roof.
- C. MR Credit 1.2 - Not Required - 1 point - Building Reuse: Maintain 50% of Interior Non-Structural Elements.
- D. MR Credit 2.1 - Required (Phase 1 and Phase 2) - 1 point - Construction Waste Management, Divert 50% from Disposal.
  - 1. Construction procedures and measurement of diverted waste are specified in Section 017419 - Construction Waste Management. This section requires the Contractor to perform the measurement and computation.
  - 2. Waste prevention and disposal procedures specific to certain types of work are specified in many sections.
- E. MR Credit 2.2 - Required (Phase 1 and Phase 2) - 1 point - Construction Waste Management, Divert 75% from Disposal.
  - 1. Same as for MR Credit 2.1, but increased quantity.
- F. MR Credit 3.1 - Undecided - 1 point - Materials Reuse, 5%.
- G. MR Credit 3.2 - Undecided - 1 point - Materials Reuse: 10%.
- H. MR Credit 4.1 - Required (Phase 2 only) - 1 point - Recycled Content: 10% (post-consumer plus 1/2 pre-consumer).
- I. MR Credit 4.2 - Required (Phase 2 only) - 1 point - Recycled Content: 20% (post-consumer plus 1/2 pre-consumer).
  - 1. Same as for MR Credit 4.1, but increased quantity.
- J. MR Credit 5.1 - Required (Phase 2 only) - 1 point - Regional Materials: 10% Extracted, Processed & Manufactured Regionally.

- K. MR Credit 5.2 - Required (Phase 2 only) - 1 point - Regional Materials: 20% Extracted, Processed & Manufactured Regionally.
- L. MR Credit 6 - Undecided - 1 point - Rapidly Renewable Materials.
- M. MR Credit 7 - Undecided - 1 point - Certified Wood.

2.06 INDOOR ENVIRONMENTAL QUALITY: 13 POINTS TO BE ACHIEVED.

- A. EQ Prerequisite 1 - Required (Phase 2 only) - No points - Minimum IAQ Performance.
- B. EQ Prerequisite 2 - Required (Phase 2 only) - No points - Environmental Tobacco Smoke (ETS) Control.
- C. EQ Credit 1 - Required (Phase 2 only) - 1 point - Outdoor Air Delivery Monitoring.
- D. EQ Credit 2 - Not Required - 1 point - Increased Ventilation.
- E. EQ Credit 3.1 - Required (Phase 2 only) - 1 point - Construction IAQ Management Plan, During Construction.
- F. EQ Credit 3.2 - Required (Phase 2 only) - 1 point - Construction IAQ Management Plan, Before Occupancy.
- G. EQ Credit 4.1 - Required (Phase 2 only) - 1 point - Low-Emitting Materials, Adhesives & Sealants.
- H. EQ Credit 4.2 - Required (Phase 2 only) - 1 point - Low-Emitting Materials, Paints & Coatings.
- I. EQ Credit 4.3 - Required (Phase 2 only) - 1 point - Low-Emitting Materials, Flooring Systems.
- J. EQ Credit 4.4 - Required (Phase 2 only) - 1 point - Low-Emitting Materials, Composite Wood & Agrifiber Products.
- K. EQ Credit 5 - Not Required - 1 point - Indoor Chemical & Pollutant Source Control.
- L. EQ Credit 6.1 - Required (Phase 2 only) - 1 point - Controllability of Systems: Lighting.
- M. EQ Credit 6.2 - Required (Phase 2 only) - 1 point - Controllability of Systems: Thermal Comfort.
- N. EQ Credit 7.1 - Required (Phase 2 only) - 1 point - Thermal Comfort: Design.
- O. EQ Credit 7.2 - Required (Phase 2 only) - 1 point - Thermal Comfort: Verification.
- P. EQ Credit 8.1 - Required (Phase 2 only) - 1 point - Daylight & Views: Daylighting.
- Q. EQ Credit 8.2 - Required (Phase 2 only) - 1 point - Daylight & Views, Views for 90% of Spaces.

2.07 INNOVATION & DESIGN PROCESS (ID): 4 POINTS TO BE ACHIEVED.

- A. ID Credit 1.1 - Required (Phase 2 only) - 1 point - Innovation in Design: Exceeding 40% Water Savings in Wec3.
- B. ID Credit 1.2 - Required (Phase 2 only) - 1 point - Innovation in Design: Exceeding 200

trips under SSc4.1 Alternative Transportation.

- C. ID Credit 1.3 - Required (Phase 2 only) - 1 point - Green Housekeeping Program.
- D. ID Credit 2 - Required (Phase 1 and Phase 2) - 1 point - LEED(tm) Accredited Professional.
  - 1. At least one principal participant of the project team has successfully completed the LEED Accredited Professional exam, including:
    - a. Javier Torres.

2.08 REGIONAL PRIORITY (RP): 1 POINT TO BE ACHIEVED.

- A. Region (Zip Code): 33040.
- B. RP Credit 1.1 - Required (Phase 2 only) - 1 point - Region Specific Environmental Priority: SSc3 - Brownfield Redevelopment.
- C. RP Credit 1.2 - Not Required - 1 point - Region Specific Environmental Priority: SSc5.1 - Site Development: Protect or Restore Habitat.
- D. RP Credit 1.3 - Not Required - 1 point - Region Specific Environmental Priority: WEc1 - Water Efficient Landscaping; No Potable/Irrigation.
- E. RP Credit 1.4 - Not Required - 1 point - Region Specific Environmental Priority: WEc2 - Innovative Wastewater Technologies.
- F. RP Credit 1.5 - Not Required - 1 point - Region Specific Environmental Priority: EAc1 - Optimize Energy Performance; Option 1 - Threshold/Path 26% (existing).
- G. RP Credit 1.6 - Not Required - 1 point - Region Specific Environmental Priority: EAc2 - On-Site Renewable Energy; Threshold/Path 13%.

END OF SECTION

## SECTION 013515

### LEED CERTIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.01 PROJECT GOALS

- A. This project has been designed to achieve the LEED Silver (minimum 50 points rating as defined in the LEED(r) Green Building Rating System(tm) for New Construction and Major Renovations, 2009 Edition.
- B. Contractor is not responsible for the application for LEED certification, nor for determination of methods of achieving LEED credits unless specifically so indicated.
- C. Many of the LEED credits can be achieved only through intelligent design of the project and are beyond the control of the Contractor. However, certain credits relate to the products and procedures used for construction. Therefore, the full cooperation of the Contractor and subcontractors is essential to achieving final certification.
- D. Contractor shall familiarize himself with the relevant requirements and provide the necessary information and instruction to all subcontractors and installers.
- E. Since Contractor and subcontractors may not be familiar with LEED requirements, this section includes a summary of the products and procedures intended to achieve LEED credits.
  - 1. Some credits are marked PREREQUISITE; these must be achieved regardless of the level of certification; many are dependent on proper performance by Contractor and subcontractors.
  - 2. Other credits involve quantifying percentages by weight and cost; these require careful recordkeeping and reporting by the Contractor.
  - 3. See [www.usgbc.org](http://www.usgbc.org) for more information.

##### 1.02 RELATED REQUIREMENTS

- A. Section 015715 - Temporary Erosion and Sediment Control:
  - 1. Preventive measures and remediation; SS PREREQUISITE 1.
- B. Section 017419 - Construction Waste Management and Disposal:
  - 1. Construction and demolition waste management; MR Credit 2.1 and 2.2.

##### 1.03 SUBMITTALS

- A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.
- B. Submit LEED submittals and reports to Architect, unless otherwise indicated.
- C. LEED Submittal/Report: For each product with the notation "show quantity on LEED submittal or report," submit a report with the following information:
  - 1. Submit with each Application for Payment; update the Report each period with latest period shown separately.
  - 2. Identify each product with:

- a. Name and manufacturer.
  - b. Specification section number.
  - c. Applicable Credit(s).
  - d. Net weight per unit.
  - e. Quantity installed.
  - f. Material cost per unit.
  - g. Total material cost.
3. Attach evidence of compliance from either the manufacturer or an independent agency.
- D. LEED On-line Uploads: For each credit assigned to Contractor, fill-out and upload corresponding credit On-line form and upload supporting documentation.
1. Submit with each Application for Payment; updating credit form and supporting documentation with most recent activity as of Payment Application date.

#### 1.04 INFORMATION SOURCES

- A. Center for Resource Solutions (CRS); Presidio Building, 49 P.O. Box 29512, San Francisco, CA 94129. Tel: (415) 561-2100. Fax: (415) 561-2105. [www.resource-solutions.org](http://www.resource-solutions.org) or [www.green-e.org](http://www.green-e.org).
- B. U.S. Green Building Council (USGBC); 1015 18th Street, NW, Suite 805, Washington, DC 20036. Tel: (202) 82-USGBC or (202) 828-7422. Fax: (202) 828-5110. [www.usgbc.org](http://www.usgbc.org).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 014000  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection services.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 013000 - Administrative Requirements: Submittal procedures.
- C. Section 014219 - Reference Standards.
- D. Division 31 - Earthwork: Testing requirements for soil materials, backfilling, and compaction.

1.03 SUBMITTALS

- A. General:
  - 1. For submittal procedures and additional requirements, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12), Section 007300 - Supplementary Conditions, and Section 013000 - Administrative Requirements.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect/Engineer and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect/Engineer, provide interpretation of results.
  - 2. Test reports are submitted for Architect/Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.04 TESTING AND INSPECTION AGENCIES

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection.
  - 1. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### 3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

### 3.04 TESTING AND INSPECTION

#### A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
5. Perform additional tests and inspections required by Architect/Engineer.
6. Submit reports of all tests/inspections specified.

#### B. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.

#### C. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work.
3. Provide incidental labor and facilities:
  - a. To provide access to Work to be tested/inspected.
  - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
  - c. To facilitate tests/inspections.
  - d. To provide storage and curing of test samples.
4. Notify Architect/Engineer and laboratory 48 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Price.

- E. For additional requirements, refer to Section 007200 - General Conditions and Section 007300 - Supplementary Conditions.

### 3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect/Engineer, it is not practical to remove and replace the Work, Architect/Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

## SECTION 014100

### REGULATORY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Regulatory requirements applicable to this project include but are not limited to the following:
1. Zoning Code: Key West, Florida, Code of Ordinances; current edition
  2. Building Code: The governing building code for this project is the 2010 edition of the Florida Building Code (FBC), which includes the following referenced codes:
    - a. FBC-B -- Florida Building Code, Building; 2010 edition, with 2012 Supplement.
    - b. FBC-EB -- Florida Building Code, Existing Building; 2010 edition.
    - c. FBC-A -- Florida Building Code, Accessibility; 2012 edition.
    - d. FBC-EC -- Florida Building Code, Energy Conservation; 2010 edition, with 2013 Supplement.
    - e. FBC-M -- Florida Building Code, Mechanical; 2010 edition.
    - f. FBC-P -- Florida Building Code, Plumbing; 2010 edition, with 2012 Supplement.
    - g. FBC-FG -- Florida Building Code, Fuel Gas; 2010 edition.
    - h. FBC-TP -- Florida Building Code, Test Protocols for HVHZ; 2010 edition.
  3. Fire Prevention Code: FBC-B CHAPTER 36 and the 2010 edition of the Florida Fire Prevention Code (FFPC), which includes the following codes by reference:
    - a. National Fire Protection Association (NFPA):
      - (1) NFPA 1(FL) -- Fire Code; 2009 edition, w/ State of Florida revisions; adopted per FFPC.
      - (2) NFPA 101(FL) -- Life Safety Code; 2009 edition, w/ State of Florida revisions; adopted per FFPC.
      - (3) NFPA 241 -- Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2004 edition; adopted per FAC Rule 69A-60.005.
  4. Electrical Code: FBC-B CHAPTER 27, which includes the following codes by reference:
    - a. National Fire Protection Association (NFPA):
      - (1) NFPA 70 -- National Electric Code; 2008.
  5. Elevator Code: FBC-B CHAPTER 30, which includes the following codes by reference:
    - a. American Society of Mechanical Engineers (ASME):
      - (1) ASME A17.1 -- Safety Code for Elevators and Escalators; 2007.
      - (2) ASME A17.3 -- Safety Code for Existing Elevators and Escalators; 1996.
  6. Florida Administrative Code (FAC):
    - a. FAC 61C-5 -- Rule 61C, Bureau of Elevator Safety Regulations.
    - b. FAC 64E -- Rule 64E, Sewage Disposal.
    - c. FAC 69A-60 -- Florida Fire Prevention Code.
      - (1) FAC Rule 69A-60.005 -- Publications Referenced in NFPA 1, the Florida 2009 Edition, and NFPA 101, the Florida 2009 Edition, Added to the

Florida Fire Prevention Code.

1.02 RELATED REQUIREMENTS

- A. Section 014000 - Quality Requirements.

1.03 QUALITY ASSURANCE

- A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract, provide the direct supervision of a qualified Professional Engineer experienced in design of this type of work and licensed in the State of Florida.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 014219  
REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions: Reference standards.

1.03 QUALITY ASSURANCE

- A. Citation of Standards: Each citation listed in the specifications includes:
  - 1. Name of promulgating technical society, organization or agency of the standard.
  - 2. Standard identification, as used in the various sections of these specifications.
  - 3. Title of the standard.
- B. Edition Date of Standards: Reference to the standards of any technical society, organization or body shall be construed to mean the latest standard adopted and published (including all revisions, amendments, supplements, and updates) at the date the Solicitation for Bids was issued, except as follows:
  - 1. When a standard listed in the specifications is also listed in an applicable code, the effective date of that standard as listed in the applicable code shall apply.
  - 2. When the citation for a standard listed in the specifications includes a specific edition date, the effective date of such standard as listed in the citation shall apply.
- C. Where differences occur between provisions of these specifications and referenced codes and standards, the provisions the most stringent requirement shall apply.
  - 1. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- D. The codes and standards referenced in the specifications shall be considered part of the contract requirements to the prescribed extent of each such reference.
  - 1. Such reference is hereby made a part of the Contract Documents, the same as if herein repeated in full.
- E. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- F. When required by the Contract Documents, Contractor shall obtain copies of designated reference standard document(s) and maintain at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- G. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 015000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary controls.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Field offices.

##### 1.02 RELATED REQUIREMENTS

- A. Section 015300 - Temporary Barriers and Enclosures.
- B. Section 015400 - Construction Aids.
- C. Section 015713 - Temporary Erosion and Sediment Control: Prevention of erosion and sedimentation due to construction and demolition activities.
- D. Section 017419 - Construction Waste Management.

##### 1.03 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes, except as follows:
  - 1. City of Key West will pay for electrical power and water services.
- B. Existing facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

##### 1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  - 2. Telephone Land Lines: One line, minimum; one handset per line.
  - 3. Internet Connections: Minimum of one; DSL modem or faster.
  - 4. Email: Account/address reserved for project use.
  - 5. Facsimile Service: Fax-to-email software on personal computer.

#### 1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.

#### 1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- E. Refer to Section 015300 - Temporary Barriers and Enclosures, for additional requirements.

#### 1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.
  - 1. Coordinate with silt fence requirements indicated on the Storm Water Pollution Prevention Plan Site Map in contract drawings.
- C. For additional requirements, refer to Section 015300 - Temporary Barriers and Enclosures and Section 015713 - Temporary Erosion and Sediment Control.

#### 1.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

#### 1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

## 1.10 WASTE REMOVAL

- A. See Section 017419 - Construction Waste Management, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

## 1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet (10 m) from existing structures.

## 1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection, except as follows:
  - 1. Temporary Electrical Service shall be left in place for future use by Phase 2 contractor.
  - 2. Temporary Water Service shall be left in place for future use by Phase 2 contractor.
  - 3. Temporary chain link fencing around construction site, gates, and locks shall be left in place for future use by Phase 2 contractor.
    - a. Silt fence materials around construction site shall also be left in place, to provide on-going storm water pollution prevention until commencement of Phase 2 work.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm).
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 015300

### TEMPORARY BARRIERS AND ENCLOSURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary construction barriers, enclosures and passageways.
  - 1. Dust and debris barriers.
  - 2. Security barriers.
  - 3. Temporary chain link fencing.
  - 4. Covered passageways.
- B. Protection of completed Work.
- C. Removal of construction facilities and temporary controls.

##### 1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.
- C. Section 011000 - Summary: Contractor's use of site and premises.
- D. Section 015000 - Temporary Facilities and Controls: Temporary utilities, temporary support facilities, and protection of existing facilities and occupants.
- E. Section 015400 - Construction Aids: Temporary lifts, hoists, stairs, scaffolding.
- F. Section 015713 - Temporary Erosion and Sediment Control: Prevention of erosion and sedimentation due to construction and demolition activities.

##### 1.03 REFERENCE STANDARDS

- A. See Section 014219 - Reference Standards for additional information.
- B. American Society for Testing and Materials (ASTM):
  - 1. ASTM A392 -- Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
  - 2. ASTM C94 -- Standard Specification for Ready-Mixed Concrete.
  - 3. ASTM D5034 -- Standard Test Method for Breaking Strength and Elongation of Textile Fabrics (Grab Test).
  - 4. ASTM F567 -- Standard Practice for Installation of Chain-Link Fence.
  - 5. ASTM F1083 -- Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- C. Florida Building Code, 2010 edition (FBC):
  - 1. FBC-B -- Florida Building Code, Building (including 2012 Supplement).
  - 2. FBC-EB -- Florida Building Code, Existing Building.

##### 1.04 DESIGN & PERFORMANCE REQUIREMENTS

A. General:

1. Contractor shall be responsible for detailed design, engineering, fabrication, supply and erection of temporary construction barriers, enclosures and passageways, and all related products and work necessary to provide complete systems for protection of persons and property, Contractor's access to Work, provision of site amenities, and
2. Contractor shall be responsible for removal of temporary construction barriers, enclosures and passageways when no longer required, except as follows:
  - a. The chain link fence enclosure, gates and associated silt fence materials installed at site perimeter shall be left in place in its entirety.

B. Design Requirements:

1. Design and engineering of all temporary construction barriers, enclosures and passageways shall conform to all applicable codes and regulatory requirements, including but not limited to FBC-B SECTIONS 108 and 3103, and FBC-B CHAPTER 33.
2. Prepare structural design drawings defining the complete systems, precise interface geometry determination, reaction loads imposed on existing structure, connection details, interfaces and layouts.
3. Generally, temporary construction barriers, enclosures and passageways shall be designed to be self-supporting between the support construction.
4. Where chain link fencing is to be used for support of silt fence fabric (e.g., perimeter chain link fence enclosure), refer to SWPPP in drawings and Section 015713 - Temporary Erosion and Sediment Control for additional requirements.

C. Performance Requirements: Temporary construction barriers, enclosures and passageways shall be sufficient to withstand loads in accordance with requirements of the governing building code.

D. Construction Documents for Temporary Structures: Contractor shall be responsible for preparing and submitting a permit application and construction documents for each installation of a temporary structure.

1. The construction documents shall include a site plan indicating the location of the temporary structures and information delineating the means of egress and the occupant load.

## 1.05 SUBMITTALS

A. General:

1. For submittal procedures and additional requirements, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12), Section 007300 - Supplementary Conditions, and Section 013000 - Administrative Requirements.

B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

C. Construction Site Plan: Refer to Section 015000 - Temporary Facilities and Controls.

D. Shop Drawings:

1. General:

- a. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - b. Shop drawings required herein shall include work specified in Related Requirements.
2. Temporary Protection Systems for Existing Work to Remain: Indicate materials and construction details, system dimensions, tolerances, affected related Work, weather protection details, expansion control details, and anchorage and attachment details.
  3. Temporary Exterior Construction Barriers, Enclosures and Passageways: Indicate materials and construction details, system dimensions, framed opening requirements and tolerances, affected related Work, weather protection details, expansion control details, and anchorage and attachment details.

#### 1.06 QUALITY ASSURANCE

- A. Regulatory Requirements: Contractor shall comply with applicable requirements of federal, state and local rules and regulations.
  1. Contractor shall be solely responsible for jobsite safety.
- B. Temporary Construction Barriers, Enclosures and Passageways: As required by governing authorities having jurisdiction, provide substantial barriers, enclosures and passageways in and around Work areas and adjacent to embankments and excavations for protection of workers and the public.
- C. Field Measurements: Where work of this Section is indicated to fit other construction including but not limited to existing work, verify field dimensions by field measurements. Take field measurements prior to preparation of shop drawings and fabrication, and indicate measurements on shop drawings.
- D. Designer Qualifications: Design temporary construction barriers, enclosures and passageways under direct supervision of a professional structural engineer experienced in design of work of the type specified in this Section and licensed in the State of Florida.

#### 1.07 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Facilities: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 011000 - Summary. Protect existing, adjacent facilities from damage, including soiling and debris accumulation.
- B. Protection of Existing Building, Finishes, Furniture, Fixtures and Equipment: As applicable, provide temporary enclosures, barriers and covers to protect existing building, finishes, furniture, fixtures and equipment remaining in Project area during construction.

#### 1.08 MAINTENANCE OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Maintenance: Use all means necessary to maintain temporary barriers and enclosures in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, promptly restore temporary barriers and

enclosures by repair or replacement at no change in the Contract Sum or Contract Time.

#### 1.09 TEMPORARY BARRIERS, ENCLOSURES AND PASSAGEWAYS

- A. Temporary Barriers - General: Provide temporary fencing, barriers and guardrails as necessary to provide for public safety, to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
1. Refer to temporary construction plan in the Drawings. Comply with requirements indicated.
  2. Note requirements for continued occupancy and use of existing buildings and site areas during construction.
  3. Comply with applicable requirements of governing building code and authorities having jurisdiction, including industrial safety regulations. Review requirements with Owner's Representative.
  4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
  5. Paint temporary barriers and enclosures with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
  6. Where appropriate and necessary, provide warning lighting, including flashing red or amber lights.
- B. Temporary Chain-Link Fencing: Provide temporary chain-link fencing where indicated or as needed by the Contractor to provide for public safety, to prevent unauthorized entry to outdoor construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
1. General.
    - a. As a minimum, provide temporary fencing around site perimeter and other outdoor areas as indicated on drawings
    - b. Do not attach temporary fencing to the building or permanent site improvement.
    - c. Fence Height: 6-feet, except as otherwise approved by Owner's Representative.
  2. Install framework, fabric, accessories and gates in accordance with ASTM F567 and FBC-B SECTION 2224.
  3. Place chain link fabric on outside of posts and rails.
  4. Set posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
    - a. Footing dimensions (diameter and depth) shall conform to FBC-B TABLE 2224.
  5. Provide top rail through line post tops and splice with 6 inch (150 mm) long rail sleeves.
  6. Locate windscreen on outside of fence; secure windscreen to fence at all grommets.
  7. Erection Tolerances:
    - a. Maximum Variation from Plumb: 1/4 inch (6 mm).
    - b. Maximum Offset from True Position: 1 inch (25 mm).
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

- D. Covered Passageways: Erect self-supporting, protective, covered walkways for passage of persons along adjacent passageways.
  - 1. Coordinate installation details with Owner's requirements for continuing operations in adjoining facilities.
  - 2. Review design and details with Owner's Representative.
  - 3. Comply with applicable regulations of authorities having jurisdiction.
  - 4. Construct covered walkways using scaffold or shoring framing.
  - 5. Provide wood-plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 6. Extend back wall beyond the structure to complete enclosure fence.
  - 7. Paint and maintain in a manner as directed by Owner's Representative.
- E. Temporary Closures: Provide temporary closures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- F. Temporary Landscape Barriers: Provide barriers around trees and plants designated to remain.
  - 1. Locate barriers as directed outside of drip lines of trees and plants.
  - 2. Protect entire area under trees against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.
  - 3. Contractor shall pay all costs to restore trees and plants within barriers that are damaged by construction activities. Restoration shall include replacement with plant materials of equal quality and size. Costs shall include all fines, if any, levied by authorities having jurisdiction.
- G. Temporary Barricades: Comply with standards and code requirements for erection of structurally adequate barricades.
  - 1. Paint barricades with appropriate colors, graphics and warning signs to inform personnel and the public when protecting them against a hazard.
  - 2. Where appropriate, provide lighting, including flashing red or amber lights.
- H. Temporary Guard rails: Provide guardrails along tops of embankments and excavations. Along public walkways and areas accessible by the public, adjoining excavations, provide guardrails in addition to fencing.
  - 1. Guardrails shall be substantially and durably constructed of lumber, firmly anchored by posts embedded in concrete, and complying with Code requirements for temporary barriers.
- I. Temporary Security Closures and Lockup: Provide substantial temporary closures of openings in exterior surfaces and interior areas as appropriate to prevent unauthorized entrance, vandalism, theft and similar violations of security. Provide doors with self-closing hardware and locks.
  - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

- J. Temporary Access, Passage and Exit Ways: Construct temporary stairs, ramps, and covered walkways, with related doors, gates, closures, guardrails, handrails, lighting and protective devices, to maintain access and exit ways to existing facilities to remain operational.
  - 2. Design and location of temporary construction shall be by Contractor, subject to review by Owner's Representative and authorities having jurisdiction.
  - 3. Provide temporary lighting, illuminated interior exit signage, non-illuminated directional and instructional signage, and temporary security alarms for temporary exits and exit passageways.
  - 4. Temporary measures shall suit and connect to existing building systems, and shall be approved by Owner's Representative and authorities having jurisdiction.

#### 1.10 PROTECTION OF INSTALLED WORK

- A. Protection of Installed Work, General: Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Protective Coverings: Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as necessary to prevent damage from construction activities, such as coatings applications, and as necessary to prevent other than normal atmospheric soiling.
- C. Traffic Protection:
  - 1. Protect surfaces of existing construction designated to remain, from traffic, soiling, wear and marring.
  - 2. Prohibit traffic and storage on landscaped areas.
  - 3. Protect newly fine graded, seeded and planted areas with barriers and flags to designate such areas as closed to pedestrian and vehicular traffic.

#### 1.11 REMOVAL OF TEMPORARY CONSTRUCTION BARRIERS, ENCLOSURES AND PASSAGEWAYS

- A. Removal of Temporary Barriers and Enclosures: Unless otherwise mutually agreed by Owner's Representative and Contractor, remove temporary materials, equipment, services, and construction prior to Contract Completion review.
- B. Cleaning and Repairs: Clean and repair damage, soiling and marring caused by installation or use of temporary barriers and enclosures.

### PART 2 - PRODUCTS

#### 2.01 CHAIN LINK FENCE MATERIALS

- A. Frame Components: ASTM F1083 Schedule 40 hot-dipped galvanized steel pipe, welded construction, minimum yield strength of 50 ksi for sizes NPS 5 and larger (344 MPa for sizes NPS 125 and larger).
  - 1. Posts: Comply with requirements of FBC-B SECTION 2224.
  - 2. Top and Brace Rails: 1.66 inch (42 mm) diameter, plain end, sleeve coupled.
  - 3. Gate Frames: 1.66 inch (42 mm) diameter for welded fabrication.
- B. Wire Fabric: ASTM A392 zinc coated steel chain link fabric; 2 inch (51 mm) diamond mesh interwoven wire, 12-1/2 gage thick; top selvaige knuckle end closed, bottom

selvage twisted tight.

- C. Windscreen Fabric (for screening of construction activities from view): Closed mesh weave of 30 warp by 16 fills per square inch.
  - 1. Fiber: 5.6 ounce per square yard polypropylene fiber.
  - 2. Shade Factor: 78 percent.
  - 3. Color: Green or blue, as selected by Architect.
  - 4. Performance Requirements:
    - a. Tensile Strength: 360 pounds for warp and 190 pounds for fill, when tested according to ASTM D5034.
    - b. Tear Strength: 110 pounds for warp and 70 pounds for fill.
  - 5. Fabrication:
    - a. Reinforce hems and seams with 2-3/4 inch black polypropylene folded binding tape, with tensile strength of 300 pounds.
    - b. Provide center reinforcing tape in addition to reinforced perimeter hems and panel seams.
    - c. Sew hems and seams with UV light resistant polyester thread.
    - d. Provide 9/32-inch brass grommets spaced at 12-inches on center in perimeter hems and center reinforcing tape.
- D. Silt Fence Fabric (for erosion and sediment control): For product specifications, refer to Storm Water Pollution Prevention Plan (SWPPP) Site Map in contract drawings and Section 015713 - Temporary Erosion and Sediment Control.
- E. Tension Bands: Comply with requirements of FBC-B SECTION 2224.
- F. Tension Wire: Steel, single strand.
- G. Fabric Ties: Same gage as fabric.
- H. Post Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- I. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.
- J. Hardware for Single Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches (1525 mm) high, 3 for taller gates; fork latch with gravity drop and padlock hasp; keeper to hold gate in fully open position.
- K. Hardware for Double Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches (1525 mm) high, 3 for taller gates; drop bolt on inactive leaf engaging socket stop set in concrete, active leaf latched to inactive leaf preventing raising of drop bolt, padlock hasp; keepers to hold gate in fully open position.
- L. Concrete for Chain Link Fence Post Footings: Ready-mixed, complying with ASTM C94; normal Portland cement; 2,500 psi (17 MPa) strength at 28 days, 3 inch (75 mm) slump.
  - 1. Footings (Foundations): Comply with requirements of governing building code, including but not limited to FBC-B SECTION 2224.

### PART 3 - EXECUTION

#### A. Chain Link Fencing:

Key West City Hallat Glynn Archer  
ENCLOSURES  
Phase 1 - Selective Demolition

015300 - 7 TEMPORARY BARRIERS AND

1. Install framework, chain link fabric, accessories and gates in accordance with most stringent requirements of ASTM F567 and FBC-B SECTION 2224.
2. Place chain link fabric on outside of posts and rails, and place wind screen fabric on outside of fence assembly.
  - a. Where chain link fencing is to be used for support of silt fence fabric, place silt screen fabric on inside of posts and rails, unless otherwise indicated on Storm Water Pollution Prevention Plan (SWPPP) Site Map in contract drawings.
3. Set intermediate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
4. Line, Gate and Terminal Post Footing Diameter and Depth Below Finish Grade: In accordance with most stringent requirements of ASTM F567 and FBC-B SECTION 2224.
5. Brace each gate and corner post to adjacent line post with horizontal center brace rail. Install brace rail one bay from end and gate posts.
6. Provide top rail through line post tops and splice with minimum 6 inch (150 mm) long rail sleeves.
7. Install center and bottom brace rail on corner gate leaves.
8. Stretch chain link fabric between terminal posts or at intervals of 100 feet (30 m) maximum, whichever is less.
9. Position bottom of chain link fabric 2 inches (50 mm) above finished grade, except where SWPPP requires bottom to be closer to grade.
10. Fasten chain link fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum spacings specified in FBC-B SECTION 2224.
11. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
12. Install bottom tension wire stretched taut between terminal posts.
13. Install gate with fabric to match fence. Install hardware.
14. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
15. Secure windscreen fabric to fence at all grommets, in accordance with manufacturer's installation instructions.
16. Where chain link fencing is to be used for support of silt fence fabric, refer to Storm Water Pollution Prevention Plan (SWPPP) Site Map in contract drawings and Section 015713 - Temporary Erosion and Sediment Control for additional requirements.

END OF SECTION

SECTION 015400  
CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction aids, including:
  - 1. Temporary lifts and hoists.
  - 2. Debris chutes.
  - 3. Temporary stairs and ramps.
  - 4. Scaffolding and work platforms.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Contractor's use of site and premises.
- B. Section 015000 - Temporary Facilities and Controls: Temporary utilities, temporary support facilities, and protection of existing facilities and occupants.
- C. Section 015300 - Temporary Barriers and Enclosures: Temporary construction barriers, enclosures and passageways.

1.03 REFERENCE STANDARDS

- A. See Section 014219 - Reference Standards for additional information.
- B. American National Standards Institute (ANSI):
- C. American Society of Safety Engineers (ASSE):
  - 1. ASSE A10.8 -- Scaffolding Safety Requirements (ANSI/ASSE A10.8).
- D. U.S. Code of Federal Regulations (CFR):
  - 1. 29 CFR 1910 -- Labor - Occupational Health and Safety Standards.
    - a. 29 CFR 1910 Subpart D -- Walking Working Surfaces.
      - 1) 29 CFR 1910.28 -- Safety Requirements for Scaffolding.
  - 2. 29 CFR 1926 -- Labor - Safety and Health Regulations for Construction
    - a. 29 CFR 1926 Subpart L -- Scaffolds.
      - 1) 29 CFR 1926.451 -- General Requirements.

1.04 SUBMITTALS

- A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Contractor shall comply with applicable requirements of federal, state and local rules and regulations.
  - 1. Contractor shall be solely responsible for jobsite safety.

1.06 TEMPORARY LIFTS AND HOISTS

- A. Temporary Lifts and Hoists: Contractor shall provide facilities for hoisting materials and personnel.
- B. Refer to Section 015000 - Temporary Facilities and Controls for additional requirements.

#### 1.07 DEBRIS CHUTES

- B. Debris Chutes: Contractor shall provide chutes as necessary for debris removal.
  - 1. Construct debris chutes of substantial materials. Use cylindrical, laminated fiber forms (e.g., Sonotube, or equal) to minimize noise of debris removal.
  - 2. Provide controls at debris chutes to minimize spread of dust and debris.
  - 3. Limit use of debris chutes to times to minimize disruption of activities in adjacent spaces.

#### 1.08 TEMPORARY STAIRS, RAMPS AND SCAFFOLDING

- A. Temporary Stairs and Ramps: Contractor shall provide temporary stairs and/or ramps where necessary for moving materials, equipment and workers to the work area within the building.
  - 1. Contractor shall cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of Contract Completion review.
- B. Scaffolding and Work Platforms: Contractor shall provide scaffolding as necessary for access and proper performance of the Work, and for protection of existing building features where appropriate.
  - 1. Design, engineering, installation, and supervision of scaffolding and platforms shall be solely Contractor's responsibility.
  - 2. Design, construction and use of scaffolding and platforms shall conform to all applicable federal, state and local regulatory requirements, including but not limited to 29 CFR 1910.28, 29 CFR 1926.451, and ANSI/ASSE A10.8.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 MAINTENANCE OF CONSTRUCTION AIDS

- A. Maintenance: Contractor shall use all means necessary to maintain construction aids in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, Contractor shall promptly restore construction aids by repair or replacement at no change in the Contract Sum or Contract Time.

#### 3.02 REMOVAL OF CONSTRUCTION AIDS

- A. Removal of Construction Aids: Unless otherwise mutually agreed by Owner's Representative and Contractor, Contractor shall remove construction aids prior to Contract Completion review.
- B. Cleaning and Repairs: Contractor shall clean and repair damage caused by installation or use of construction aids.

END OF SECTION

## SECTION 015713

### TEMPORARY EROSION AND SEDIMENT CONTROL

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction and demolition activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation (to the Owner) for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

##### 1.02 RELATED REQUIREMENTS

- A. Section 024100 - Demolition: Selective demolition of built site elements and building elements for alterations purposes.

##### 1.03 REFERENCE STANDARDS

- A. See Section 014219 - Reference Standards for additional information.
- B. American Society for Testing and Materials (ASTM):
  - 1. ASTM D4355 -- Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
  - 2. ASTM D4491 -- Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
  - 3. ASTM D4533 -- Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
  - 4. ASTM D4632 -- Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
  - 5. ASTM D4751 -- Standard Test Method for Determining Apparent Opening Size of a Geotextile.
  - 6. ASTM D4873 -- Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- C. Florida Department of Agriculture and Consumer Services (FDACS).
- D. Florida Department of Environmental Protection (FDEP).
- E. Florida Department of Transportation (FDOT):
  - 1. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
    - a. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.
  - 2. FDOT Standard Specifications for Road and Bridge Construction
    - a. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
    - b. FDOT Section 570 -- Performance Turf.
    - c. FDOT Section 981 -- Turf Materials.

- d. FDOT Section 985 -- Geotextile Fabrics.
- e. FDOT Section 987 -- Prepared Soil Layer Materials.

- F. U.S. Environmental Protection Agency (EPA):
  - 1. EPA (NPDES) -- National Pollutant Discharge Elimination System.

#### 1.04 PERFORMANCE REQUIREMENTS

- A. Comply with the following:
  - 1. EPA (NPDES) Phases I and II, under requirements for the 2003 Construction General Permit (CGP), whether the project is required by law to comply or not.
  - 2. FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.
    - a. Florida's storm water regulatory program requires the use of Best Management Practices (BMPs) during and after construction to minimize erosion and sedimentation and to properly manage runoff for both storm water quantity and quality.
- B. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- C. Do not begin clearing, grading, dewatering, or other work involving disturbance of ground surface cover or excavation until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
  - 1. Obtain and pay for permits and provide security required by authority having jurisdiction.
- D. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- E. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- F. Erosion:
  - 1. On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
    - a. Control movement of sediment and soil from temporary stockpiles of soil.
    - b. Prevent development of ruts due to equipment and vehicular traffic.
    - c. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to the Owner.
  - 2. Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
    - a. Prevent windblown soil from leaving the project site.
    - b. Prevent tracking of mud onto public roads outside site.
    - c. Prevent mud and sediment from flowing onto sidewalks and pavements.
    - d. If erosion occurs due to non-compliance with these requirements, restore

eroded areas at no cost to the Owner.

G. Sedimentation of Waterways:

1. On Site: Prevent sedimentation of waterways on or off the project site, including open drainage ways, storm sewers, and sanitary sewers.
  - a. If sedimentation occurs, install or correct preventive measures immediately at no cost to the Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
  - b. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
2. Off Site: Prevent sedimentation of waterways off the project site, including open drainage ways, storm sewers, and sanitary sewers.
  - a. If sedimentation occurs, install or correct preventive measures immediately at no cost to the Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.

I. Open Water: Prevent standing water that could become stagnant.

J. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

#### 1.05 SUBMITTALS

A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.

B. Erosion and Sedimentation Control Plan:

1. Submit at least 10 days prior to effective date of Notice to Proceed.
2. Include:
  - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
  - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
  - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
  - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
  - e. Other information required by law.
  - f. Format required by law is acceptable, provided any additional information specified is also included.
3. Obtain the approval of the Plan by authorities having jurisdiction and the Owner.

C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.

D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

E. LEED Submittals:

1. General:
  - a. Collect and submit data and documentation as required for completing the applicable LEED Credit Submittal Form(s).
2. Project Data for SS Prerequisite 1: Provide the following:
  - a. Copies of the project drawings to document the erosion and sedimentation control measures implemented on the site.
  - b. Confirmation regarding the compliance path taken by the project (i.e., EPA (NPDES) Compliance or Local Erosion Control Standards).
  - c. Provide date-stamped photos showing the measures taken, including any corrective action, to effectively implement the ESC plan. Include at least 3 photos from at least 6 inspections equally spaced over the site work period. Inspections must occur monthly, at a minimum.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Mulch: Conform to requirements of the Erosion Control Plan, and FDOT Sections 104 and 981:
  1. The mulch material shall be one of the following:
    - a. Compost meeting the requirements of FDOT Section 987, hardwood barks, shavings or chips.
    - b. Inorganic mulch materials as approved by the Architect.
    - c. Hydraulically applied wood fiber mulch or bonded fiber matrix (BFM).
  2. Source Requirements for Mulch: Contractor shall comply with all current restrictions in regard to movement of mulch material, as required by the FDACS Division of Plant Industry.
- B. Temporary Grassing/Sod: Conform to requirements of the Erosion Control Plan, FDOT Sections 104, 570 and 981, and as follows:
  1. Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
  2. Source Requirements for Sod: Contractor shall comply with all current restrictions in regard to movement of sod material, as required by the FDACS Division of Plant Industry.
- C. Bales: Conform to requirements of the Erosion Control Plan, FDOT Section 104, and as follows:
  1. Air dry, rectangular straw bales.
  2. Cross Section: 14 by 18 inches (350 by 450 mm), minimum.
  3. Bindings: Wire or string, around long dimension.
- D. Bale Stakes: Conform to requirements of the Erosion Control Plan, FDOT Section 104, and as follows:
  1. One of the following, minimum 3 feet (1 m) long:
    - a. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot (1.98 kg per linear m).
    - b. Wood, 2 by 2 inches (50 by 50 mm) in cross-section.

- E. Silt Fence Fabric: Conform to requirements of the Erosion Control Plan, FDOT Sections 104 and 985, and as follows:
  - 1. Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
    - a. Average Opening Size: 30 U.S. Std. Sieve (0.600 mm), maximum, when tested in accordance with ASTM D4751.
    - b. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum, when tested in accordance with ASTM D4491.
    - c. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355 after 500 hours exposure.
    - d. Tensile Strength: 100 lb-f (450 N), minimum, in cross-machine direction; 124 lb-f (550 N), minimum, in machine direction; when tested in accordance with ASTM D4632.
    - e. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632.
    - f. Tear Strength: 55 lb-f (245 N), minimum, when tested in accordance with ASTM D4533.
    - g. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- F. Silt Fence Posts: Conform to requirements of the Erosion Control Plan, FDOT Section 104, and as follows:
  - 1. One of the following, minimum 5 feet (1500 mm) long:
    - a. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot (1.98 kg per linear m).
    - b. Softwood, 4 by 4 inches (100 by 100 mm) in cross section.
- G. Sand Bags: Conform to requirements of the Erosion Control Plan and regulatory requirements for use as temporary stormwater and erosion control barrier.
  - 1. Sandbag Material: Sandbag should be woven polypropylene, polyethylene or polyamide fabric, minimum unit weight of 4 oz./sq.yd, Mullen burst strength exceeding 300 lbs./sq.in. in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70-percent in conformance with the requirements in ASTM D4355.
    - a. Use of burlap is not acceptable.
  - 2. Sandbag Size: Each sand-filled bag should have a length of 18 in., width of 12 in., thickness of 3 in., and mass of approximately 33 lbs.
    - a. Bag dimensions are nominal, and may vary based on locally available materials.
  - 3. Fill Material: All sandbag fill material should be non-cohesive, Class 1 or Class 2 permeable material free from clay and deleterious material.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

### 3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

### 3.03 SCOPE OF PREVENTIVE MEASURES

#### A. General:

- 1. Conform to requirements of Erosion Control Plan.
- 2. Temporary preventive measures are not required if permanent erosion resistant measures have been installed, unless otherwise indicated.

#### B. Construction Entrances: Traffic-bearing aggregate surface (No. 25 rock).

- 1. Provide at each construction exit leading to public right-of-way.
- 2. To prevent tracking of mud onto right-of-way, provide a minimum 20 feet wide by 40 feet long wheel washing area out of direct traffic lane, and water hose with spigot (min. 100-ft long) with drain into sediment trap or basin.
- 3. Signage: provide and maintain signage at each exit requiring all vehicles leaving the site to wash their wheels, wheel wells and undercarriages to prevent tracking of mud onto right-of-way.

#### C. Linear Sediment Barriers: Silt fences and sand bags.

- 1. Provide linear sediment barriers where indicated on Erosion Control Plan, and as follows:
  - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
  - b. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet (60 m) apart.
  - c. Across the entrances to culverts that receive runoff from disturbed areas.
- 2. Space sediment barriers with the following maximum slope length upslope from barrier:
  - a. Slope less than 2 Percent: 100 feet (30 m).
  - b. Slope between 2 and 5 Percent: 75 feet (23 m).
  - c. Slope between 5 and 10 Percent: 50 feet (15 m).
  - d. Slope between 10 and 20 Percent: 25 feet (7.5 m).
  - e. Slope greater than 20 Percent: 15 feet (4.5 m).

#### D. Storm Drain Curb Inlet Sediment Trap: Protect each storm drain curb inlet using method indicated on Erosion Control Plan; if not indicated, use one of the following measures:

- 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
- 2. Straw bale row blocking entire inlet face area; anchor into pavement.

#### E. Storm Drain Drop Inlet Sediment Traps: Protect each storm drain drop inlet using method indicated on Erosion Control Plan.

#### F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.

#### G. Soil Stockpiles: Protect using one of the following measures:

- 1. Cover with polyethylene film, secured by placing soil on outer edges.
- 2. Cover with mulch at least 4 inches (100 mm) thickness of pine needles, sawdust,

bark, wood chips, or shredded leaves, or 6 inches (150 mm) of straw or hay.

- I. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- J. Temporary Grassing: Use where temporary vegetated cover is required.

### 3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface: Provide traffic-bearing surface as indicated on civil engineering drawings.
- B. Silt Fences: Install in accordance with Erosion Control Plan, FDOT Sections 104 and 985, FDOT Index No. 102, and as follows:
  - 1. Store and handle fabric in accordance with ASTM D4873.
  - 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch (405 mm) high barriers with minimum 36 inch (905 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 8 inches (200 mm) in ground.
  - 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch (710 mm) high barriers, minimum 48 inch (1220 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 8 inches (200 mm) in ground.
  - 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet (6 m), use nominal 32 inch (810 mm) high barriers with woven wire reinforcement and steel posts spaced at 4 feet (1220 mm) maximum, with fabric embedded at least 8 inches (200 mm) in ground.
  - 5. Install with top of fabric at nominal height and embedment as specified.
  - 6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches (460 mm), with extra post.
  - 7. Fasten fabric to wood posts using one of the following:
    - a. Four 3/4 inch (19 mm) diameter, 1 inch (25 mm) long, 14 gage nails.
    - b. Five 17-gage staples with 3/4 inch (19 mm) wide crown and 1/2 inch (12 mm) legs.
  - 8. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches (300 mm) high with post spacing not more than 4 feet (1220 mm).
- C. Sand Bags:
  - 1. When used as a linear control for sediment removal:
    - a. Install along a level contour.
    - b. Turn ends of sandbag row up slope to prevent flow around the ends.
    - c. Generally, sandbag barriers should be used in conjunction with temporary soil stabilization controls up slope to provide effective control.
  - 2. When used for concentrated flows:
    - a. Stack sandbags to required height using a pyramid approach as shown in attached figure.
    - b. Upper rows of sandbags should overlap joints in lower rows.
  - 3. Construct sandbag barriers with a setback of at least 3 ft from the toe of a slope. Where it is determined to be not practicable due to specific site conditions, the

sandbag barrier may be constructed at the toe of the slope, but should be constructed as far from the toe of the slope as practicable

- D. Straw Bale Rows: Install in accordance with Erosion Control Plan, FDOT Section 104, and as follows:
  - 1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
  - 2. Install bales so that bindings are not in contact with the ground.
  - 3. Embed bales at least 4 inches (100 mm) in the ground.
  - 4. Anchor bales with at least two stakes per bale, driven at least 18 inches (450 mm) into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
  - 5. Fill gaps between ends of bales with loose straw wedged tightly.
  - 6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- E. Mulching: Install in accordance with Erosion Control Plan, FDOT Sections 104 and 981, and as follows:
  - 1. Large Areas:
    - a. Dry Straw and Hay: Apply 2-1/2 tons per acre (6350 kg per hectare); anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
    - b. Erosion Control Matting: Comply with manufacturer's instructions.
  - 2. Small and Medium Areas:
    - a. Dry Straw and Hay: Apply 4 to 6 inches (100 to 150 mm) depth.
    - b. Erosion Control Matting: Comply with manufacturer's instructions.
- F. Temporary Grassing/Sod: Conform to requirements of the Erosion Control Plan, and FDOT Sections 104, 570 and 981.

### 3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches (13 mm) or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
  - 2. Remove silt deposits that exceed one-third of the height of the fence.
  - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
  - 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
  - 2. Remove silt deposits that exceed one-half of the height of the bales.
  - 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.

- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

### 3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

## SECTION 017000

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, except payment procedures.

##### 1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittals procedures.
- B. Section 014000 - Quality Requirements: Testing and inspection procedures.
- C. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 015715 - Temporary Erosion and Sediment Control: Additional erosion and sedimentation control requirements.
- E. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- F. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- G. Section 024100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

##### 1.03 SUBMITTALS

- A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.

2. Identify demolition firm and submit qualifications.
  3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
1. Structural integrity of any element of Project.
  2. Integrity of weather exposed or moisture resistant element.
  3. Efficiency, maintenance, or safety of any operational element.
  4. Visual qualities of sight exposed elements.
  5. Work of Owner or separate Contractor.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

#### 1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
1. Minimum of five years of documented experience.
- B. For survey work, employ a land surveyor registered in the State of Florida and acceptable to Architect.
1. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. For design of temporary shoring and bracing, employ a Professional Structural Engineer experienced in design of this type of work and licensed in the State of Florida.
- D. Contractor shall employ the services of a qualified and experienced core drilling contractor for drilling of cores through existing structural concrete elements.
1. Contractor shall employ the services of a qualified and experienced testing laboratory to locate and describe the reinforcement in the vicinity of the proposed cores.
    - a. Testing laboratory shall experience in non-destructive testing methods of the type required for this project, including but not limited to use of a pachometer to determine placement, depth, quantity and depth of embedded steel reinforcing in existing structural concrete members.
    - b. Testing laboratory shall prepare Non-Destructive Testing Report for each proposed core-drilling location. Contractor shall submit report with other submittals.
  2. Equipment Requirements:
    - a. Core drilling equipment shall have a ground fault interrupter (GFI) so that if there is contact between the drill blade and any other metal (i.e., steel reinforcing) while drilling is in progress the equipment will automatically stop working.
    - b. Pachometer equipment used for non-destructive testing of structural concrete elements shall be a microprocessor-controlled rebar locator, size detector, and cover depth recorder, and shall be capable of accurately detecting embedded reinforcing steel (e.g., rebar, pre-stressed tendons, etc.) cover to a maximum depth of 12 in (30cm) and bar size to an 8 in (20.3cm) depth.

#### 1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
  - 4. Refer to Section 015715 - Temporary Erosion and Sediment Control for additional requirements.
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- I. Pest and Rodent Control:
  - 1. Provide methods, means, and facilities to prevent pests and insects from damaging the work.
  - 2. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Cutting and Patching: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio, except as specifically indicated on the drawings and as approved by Architect.

#### 1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having

interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

## PART 2 - PRODUCTS

### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Commencement of cutting or patching means acceptance of existing conditions.

### 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### 3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.

- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that established by Owner provided survey.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.

### 3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct demolition and construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
  3. Relocate items indicated on drawings.
  4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work. Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- H. Comply with all other applicable requirements of this section.

### 3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

- C. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

### 3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

### 3.10 FINAL CLEANING

- A. Execute final cleaning after Substantial Completion but before making final application for payment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean debris from drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

END OF SECTION

## SECTION 017419

### CONSTRUCTION WASTE MANAGEMENT

#### PART 1 - GENERAL

##### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. The Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Site clearing debris, including brush, branches, logs, and stumps; see Division 31 - Earthwork for use options.
  - 2. Concrete masonry units.
  - 3. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, electrical conduit, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 4. Clean dimensional lumber, wood trim, and wood sheet materials.
  - 5. Roofing.
  - 6. Insulation.
  - 7. Glass.
  - 8. Carpet and pad.
  - 9. Gypsum board.
  - 10. Packaging materials, including paper, cardboard, boxes, plastic sheet and film, polystyrene packaging, wood crates and pallets, and plastic pails.
  - 11. Aluminum, glass and plastic beverage containers.
- E. LEED Certification for this project is dependent on diversion of at least 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage (LEED MR Credit 2.1 and MR Credit 2.2).
- F. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- G. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements, as provided by a qualified Recycler such as Southern Waste Systems / Sun Recycling, Waste Management (WMI) of the Florida Keys, or equal.
  - 1. Contractor must use Owner-mandated solid waste and/or recycling company specified by the Owner, if such specification exists. Otherwise, Contractor may utilize any qualified waste management and recycling company based on value and service.

- H. The following sources may be useful in developing the Waste Management Plan:
1. State of Florida:
    - a. Florida Department of Environmental Protection (FDEP) Recycling Program: FDEP; Division of Waste Management; 2600 Blair Stone Road; Tallahassee, FL 32399-2400; Tel. 850-245-8705.
    - b. Recycle Florida Today (RFT): Post Office Box 15889; Tallahassee, FL 32317; Tel. 850-907-1278.
  2. Monroe County Solid Waste Management: 1100 Simonton Street, Suite 2-284; Key West, FL 33040; Tel. 305-292-4432.
  3. Recyclers: Refer to "List of Construction and Demolition Facilities" at <http://www.dep.state.fl.us/waste/categories/recycling/cd/canddmain.htm> .
    - a. American Environmental Recycling: 10001 SW 240 Street; Miami, FL 33174; Tel. 305-232-2344.
    - b. Florida Wood Recycling: 9651 NW 89th Avenue; Medley, FL 33178: Tel. 305-805-0033.
    - c. Southern Waste Systems / Sun Recycling: 790 Hillbrath Drive; Lantana, FL 33462; Tel. 888-800-7732.
    - d. Waste Management (WMI) of the Florida Keys: 125 Toppino Industrial Drive; Rockland Key, MM8.5; Key West, FL 33040; Tel. 305-296-8297.
  4. Recycling Economics Information: The following sources contain information that may be useful in estimating the costs or savings or recycling options.
    - a. "Construction and Demolition Debris Recycling in Florida" provides a comprehensive perspective of the construction and demolition industry's debris management and recycling practices.
    - b. Construction and demolition debris recycling and disposal is tracked by the FDEP through annual reports from Counties and permitted construction and demolition facilities statewide in accordance with Florida Administrative Code rule 62-701.730(12).
- I. Methods of trash/waste disposal that are not acceptable are:
1. Burning on the project site.
  2. Burying on the project site.
  3. Dumping or burying on other property, public or private.
  4. Other illegal dumping or burying.
- J. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

## 1.02 RELATED REQUIREMENTS

- A. Section 015000 - Temporary Facilities and Controls: Site access and temporary controls.
- B. Section 024100 - Demolition:
  1. Building demolition of existing Cafeteria Building.
  2. Selective demolition of built site elements, including but not limited to tiki hut, fountains, and designated portions of parking lot.

3. Selective demolition of building elements for alterations purposes.
  4. Abandonment and removal of existing utilities and utility structures.
  5. Removal and salvage of identified items and materials, and removal of resulting rubbish and debris.
  6. Identification and abatement of asbestos-containing-materials (ACM) and lead-based paint (LBP) materials located on or within structures or equipment designated for renovation or demolition, in accordance with applicable regulatory requirements.
  7. Temporary facilities and controls required for compliance with regulatory requirements, including but not limited to:
    - a. Pedestrian protection.
    - b. Preventing the accumulation of water or damage to any foundations on the premises.
    - c. Disconnecting and capping utilities.
- C. Division 31 - Earthwork: Site clearing debris, including brush, branches, logs, and stumps.

### 1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances (e.g., ignitibility, corrosivity, toxicity or reactivity).
- D. Non-hazardous: Exhibiting none of the characteristics of hazardous substances (e.g., ignitibility, corrosivity, toxicity, or reactivity).
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.04 SUBMITTALS

- A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.
- B. Submit Waste Management Plan within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
- C. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
  - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
    - a. List each material proposed to be salvaged, reused, or recycled.
    - b. List the local market for each material.
    - c. State the estimated net cost, versus landfill disposal.
  - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
  - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
  - 6. Transportation: Identify the destination and means of transportation of materials to be recycled (i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler).
  - 7. Recycling Incentives: Describe procedures required to obtain credits, rebates, or similar incentives.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Project Manager.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.

- b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
  - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
- a. Identification of material.
  - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
  - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
- a. Identification of material, including those retrieved by installer for use on other projects.
  - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
  - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - e. Certification by receiving party stating that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
- a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards (cubic meters).
  - c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.
- E. LEED On-line Form: Fill out and upload Construction Waste Management Credit Form to LEED On-line, including Waste Disposal Reports at specified intervals
- 1. Submit updated Credit On-line Form with each Application for Progress Payment; failure to submit Report will delay payment.
- F. Recycling Incentive Programs:
- 1. Where revenue accrues to Contractor, submit copies of documentation required to qualify for incentive.
  - 2. Where revenue accrues to Owner, submit any additional documentation required by Project Manager in addition to information provided in periodic Waste Disposal Report.

## 1.05 QUALITY ASSURANCE

### A. Regulatory Requirements:

- 1. Comply with hauling and disposal regulations of authorities having jurisdiction, including but not limited to the following:

- a. U.S. Environmental Protection Agency (EPA).
- b. Florida Department of Environmental Protection (FDEP).
- c. Florida Department of Environmental Regulation (FDER).
- d. Monroe County Fire Marshall (FM).
- e. Monroe County Division of Growth Management (GM).
- f. Monroe County Division of Environmental Management (DEM).

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Worker Certification: Maintain a worker signature Log on site at all times, listing all personnel who has read the approved Waste Management Plan.
- E. Meetings: Discuss trash/waste management goals and issues at project meetings, particularly at:
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- F. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 - Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.
- G. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. As a minimum, provide:
    - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
    - b. Separate dumpsters for each category of recyclable, unless single-stream recycling is available
    - c. Recycling bins at worker lunch area.

2. Provide containers as required.
  3. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
  4. Provide materials for barriers and enclosures that are non-hazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
  5. Locate enclosures out of the way of construction traffic.
  6. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  7. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
  8. Keep recycling and trash/waste bin areas neat and clean and clearly marked with signage as indicated on Drawings, in order to avoid contamination of materials.
- H. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- I. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- J. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- K. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 017800  
CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.

1.03 SUBMITTALS

- A. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.
- B. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.

5. Details not on original Contract drawings.

END OF SECTION

SECTION 024100  
DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Building demolition of existing Cafeteria Building (Building C).
- B. Selective demolition of:
  - 1. Built site elements, including but not limited to tiki hut, fountains.
  - 2. Designated portions of paving and parking lot(s).
  - 3. Designated building elements at existing Building A, Building B, and Auditorium, for alterations purposes.
- C. Removal/abandonment of existing utilities and utility structures.
- D. Removal and salvage of identified items and materials, and removal of resulting rubbish and debris.
- E. Identification and abatement of hazardous materials, including asbestos-containing-materials (ACM), lead-based paint (LBP) materials, and mold-impacted materials.
- F. Temporary facilities and controls required for compliance with regulatory requirements, including but not limited to:
  - 1. Pedestrian protection.
  - 2. Preventing the accumulation of water or damage to any foundations on the premises.
  - 3. Disconnecting and capping utilities at meters on property lines
  - 4. Erosion and sediment control (e.g., SWPPP).

1.02 RELATED REQUIREMENTS

- A. Section 003100 - Available Project Information: Information relating to existing surface and subsurface conditions and structures, including but not limited to the following reports:
  - 1. Geotechnical Report.
  - 2. Asbestos-Containing Materials Report.
  - 3. Lead-Based Paint Report.
  - 4. Structural Condition Review Report.
  - 5. Concrete Examination Report.
  - 6. Indoor Air Quality Report.
  - 7. Arborist Assessment of Trees Report.
- B. Section 015713 - Temporary Erosion and Sediment Control.
  - 1. Prevention of erosion due to construction and demolition activities.
  - 2. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
  - 3. Restoration of areas eroded due to insufficient preventive measures.
- C. Section 017419 - Construction Waste Management: Limitations on disposal of removed materials; requirements for recycling.

D. Division 31 - Earthwork: Site clearing, grading, and fill.

#### 1.03 REFERENCE STANDARDS

- A. See Section 014219 - Reference Standards for additional information.
- B. Florida Building Code, 2010 edition (FBC).
  - 1. FBC-B -- Florida Building Code, Building (including 2012 Supplement).
  - 2. FBC-EB -- Florida Building Code, Existing Building.
- C. Florida Fire Prevention Code, 2010 edition (FFPC).
- D. National Fire Protection Association (NFPA):
  - 1. NFPA 1(FL) -- Fire Code, Florida Edition (including State of Florida revisions adopted per FFPC).
  - 2. NFPA 101(FL) -- Life Safety Code, Florida Edition (including State of Florida revisions adopted per FFPC).
  - 3. NFPA 241 -- Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- E. U.S. Code of Federal Regulations (CFR):
  - 1. 29 CFR 1926 -- U.S. Occupational Safety and Health Standards.
    - a. 29 CFR 1926.1101 -- Asbestos.
  - 2. 40 CFR 61 -- National Emission Standards for Hazardous Air Pollutants (NESHAP).
    - a. 40 CFR 61 Subpart M -- National Emission Standards for Asbestos.
- F. U.S. Environmental Protection Agency (EPA).

#### 1.04 SUBMITTALS

- A. General:
  - 1. For submittal procedures, refer to Section 007200 - General Conditions (AIA A201 - 2007SP, including but not limited to Section 3.12) and Section 013000 - Administrative Requirements.
- B. Work Plan: Describe the demolition and salvage procedures proposed for the accomplishment of the work.
  - 1. Identify areas for temporary construction and field office, and for temporary and permanent placement of removed materials.
  - 2. Indicate extent of demolition, removal sequence, and location and construction of barricades and fences.
  - 3. Include a summary of safety procedures.
  - 4. Include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

#### 1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Building demolition, selective demolition, and salvage work shall comply with applicable federal, state and local regulatory requirements, including

but not limited to FBC-B SECTION 3303, FBC-EB CHAPTERS 11 and 14, FBC-EB APPENDIX B, and NFPA 1(FL) CHAPTER 16.

1. Demolition Documents: Demolition documents, asbestos removal documents, and a schedule for demolition must be submitted when required by the building official.
  - a. When such information is required, no work shall be done until the documents and schedule are approved.
2. Pedestrian Protection: The work of demolishing existing building shall not be commenced until pedestrian protection is in place as required by governing building code and authority having jurisdiction.
  - a. Pedestrian protection shall comply with requirements of FBC-B SECTION 3306 and FBC-EB SECTIONS 1402 and 1403.
3. Water Accumulation: Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
4. Utility Connections: Service utility connections shall be discontinued and capped in accordance with the approved rules and the requirements of the authority having jurisdiction.
5. Identification and Abatement of Asbestos-Containing-Materials:
  - a. Contractor shall employ a qualified Florida-licensed Asbestos Consultant, who shall be responsible for conducting an asbestos survey, developing an operation and maintenance plan, monitoring and evaluating asbestos abatement, and preparing asbestos abatement specifications.
  - b. Contractor shall employ a qualified Florida-licensed Asbestos Contractor, who shall be responsible for conducting asbestos abatement work in accordance with the asbestos abatement specifications developed by the Asbestos Consultant.
  - c. Work performed under this contract shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations regarding identification, handling, storing, transporting, and disposing of asbestos waste materials.
    - (1) Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work.
    - (2) Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.
  - d. Demolition activities shall be conducted in accordance with 40 CFR 61 (NESHAP).
  - e. Contractor personnel who perform demolition activities must comply with the OSHA construction standard for Occupational Exposure to Asbestos (29 CFR 1926.1101) and other applicable federal, state and local requirements; and a NESHAP competent person must be present on the project during demolition to note changes in the condition of ACM impacted during wet demolition.
  - f. Asbestos Contractor and Contractor shall comply with State of Florida and City of Key West Building/Licensing Department requirements for permitting and for notification of intent to renovate or demolish.
6. Identification and Abatement of Lead-Based Paint (LBP) Materials:
  - a. Contractor shall employ a qualified Lead-Based Paint Risk Assessor, who shall

be responsible for conducting a lead-based paint (LBP) survey, developing an operation and maintenance plan, monitoring and evaluating LBP abatement, and preparing LBP abatement specifications.

- b. Contractor shall conduct Lead-Based Paint (LBP) abatement work in accordance with the LBP abatement specifications developed by the EPA LBP Risk Assessor.
  - c. Work performed under this contract shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations regarding identification, handling, storing, transporting, and disposing of lead-based paint (LBP) waste materials.
    - (1) Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work.
    - (2) Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.
  - d. Contractor shall comply with State of Florida and City of Key West Building/Licensing Department requirements for permitting and for notification of intent to renovate or demolish.
7. Identification and Remediation of Mold-Impacted Materials:
- a. Contractor shall employ a qualified Mold Assessor, who shall be responsible for conducting a mold survey, developing an operation and maintenance plan, monitoring and evaluating mold remediation, and preparing mold remediation specifications.
  - b. Contractor shall conduct mold remediation work in accordance with the mold remediation specifications developed by the Mold Assessor.
  - c. Work performed under this contract shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations regarding identification, handling, storing, transporting, and disposing of mold waste materials.
    - (1) Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work.
    - (2) Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.
  - d. Contractor, Mold Assessor, and Mold Remediator shall comply with State of Florida and City of Key West Building/Licensing Department requirements for permitting and for notification of intent to renovate or demolish.
- B. Demolition Contractor Qualifications: Company specializing in the type of work required.
- 1. Minimum of 5 years of documented experience.
- C. Asbestos Consultant Qualifications: Person or business organization who holds a current, valid, active Asbestos Consultant license issued by the Florida Department of Business and Professional Regulation in accordance with Section 469 Florida Statutes.
- D. Asbestos Contractor Qualifications: Person or business organization who holds a current, valid, active Asbestos Contractor license issued by the Florida Department of

Business and Professional Regulation in accordance with Section 469 Florida Statutes; and who is approved by State of Florida and City of Key West Building/Licensing Department as qualified to perform the asbestos abatement work required for this project.

- E. Lead-Based Paint Assessor: Person who holds a current certificate as an EPA Lead-Based Paint Risk Assessor, and who is certified by the EPA to conduct LBP activities in the State of Florida.
- F. Mold Assessor: Person who holds a current, valid, active Florida license as a Mold Assessor and carries the minimum State-required Errors & Omissions and Liability insurance.
- G. Mold Remediator: Person who holds a current, valid, active Florida license as a Mold Remediator and carries the minimum State-required Errors & Omissions and Liability insurance.
- H. Demolition and salvage procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged or recycled, dust control, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials to be salvaged or recycled shall be stored daily in areas and manner specified by the Architect and Owner's Representative.

#### 1.06 ENVIRONMENTAL REQUIREMENTS

- A. Erosion and Sedimentation Control: Refer to Section 015713 - Temporary Erosion and Sediment Control.
- B. Dust Control: The amount of dust resulting from removal, salvage and demolition operations shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area.
  - 1. Use of water to control dust will not be permitted when it will result in, or create, damage to existing building materials and hazardous or objectionable conditions such as flooding or pollution.

#### 1.07 PROTECTION

- A. General:
  - 1. Before beginning any removal, salvage or demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work.
  - 2. The Contractor shall take necessary precautions to avoid damage to existing items that are to remain in place, to be reused, or to remain the property of the Owner.
  - 3. Items damaged by the Contractor shall be repaired and restored to original condition, or replaced, as approved by the Architect.
  - 4. The Contractor shall coordinate the work of this section with all other work, and shall construct and maintain shoring, bracing and supports, as required.
  - 5. The Contractor shall ensure that structural elements are not overloaded and shall

provide additional supports as may be required as a result of any cutting, removal, or demolition work performed under this Contract.

B. Salvageable and Salvaged Materials:

1. Prior to removal, salvageable materials shall be protected from damage and exposure to weather.
2. After removal, salvaged materials (e.g., auditorium seats, T&G floor lumber), shall be carefully stored and protected from damage and exposure to weather within Building A, in location designated on the drawings.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Fill Material: Refer to Division 31 - Earthwork.

## PART 3 - EXECUTION

### 3.01 SCOPE

- A. Building Demolition: Remove the entire building designated as "Cafeteria Building".
1. Exception: Items designated to be removed for salvage.
- B. Asbestos abatement, including but not limited to: asbestos survey, sampling and analysis of suspected asbestos-containing-materials; development of an operation and maintenance plan; preparation of asbestos abatement plans and specifications; notification and permitting related to asbestos abatement; monitoring and evaluation of asbestos abatement work; and removal of asbestos-containing-materials.
1. Upon receipt of Notification to Proceed, Contractor shall file all notices to applicable regulatory agencies and obtain all required permits to perform asbestos abatement work.
    - a. Contractor shall submit to Architect and Owner's Representative a notarized affidavit stating that notifications have been sent to the applicable regulatory agencies, as well as a copy of the notification of asbestos abatement.
    - b. Upon commencement of work, Contractor shall complete the asbestos abatement within the time specified in the contract and schedule of work of the project.
- C. Lead-based paint removal.
- D. Mold remediation.
- E. Remove paving and curbs as required to accomplish new work.
- F. Within area of new construction, remove foundation walls and footings to a minimum of 2 feet below finished grade.
- G. Outside area of new construction, remove foundation walls and footings to a minimum of 2 feet below finished grade.
- H. Remove concrete slabs on grade as indicated on drawings.
- I. Remove other items indicated, for salvage, relocation, and recycling.
- J. Fill excavations, open pits, and holes in ground areas generated as result of removals,

using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

### 3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 8. Do not close or obstruct roadways or sidewalks without permit.
  - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Architect or Owner's Representative.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Comply with requirements of Section 017419 - Construction Waste Management.
  - 2. Dismantle existing construction and separate materials.
  - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- H. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

### 3.03 IDENTIFICATION AND REMOVAL OF ASBESTOS-CONTAINING-MATERIALS

- A. Asbestos Consultant shall develop an operation and maintenance plan, prepare asbestos abatement plans and specifications, and monitor and evaluate asbestos abatement.
  - 1. Based on the results of a limited asbestos inspection, the presence, extent, and condition of asbestos-containing-materials to be abated are described in the “Asbestos-Containing Materials Report” attached to Section 003100 - Available Project Information.
  - 2. For any previously untested building components suspected to contain asbestos and located in areas impacted by the work, Contractor shall order Asbestos Consultant to perform additional survey, sampling and analysis services. When such additional analysis indicates the presence of asbestos containing materials, Contractor shall order the Asbestos Consultant to revise or develop additional asbestos abatement plans and specifications, and shall submit same to State of Florida and City of Key West Building/Licensing Department.
- B. Asbestos Contractor shall conduct asbestos abatement work in accordance with the asbestos abatement plans and specifications developed by the Asbestos Consultant.
- C. Identification and removal of asbestos-containing-materials shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations including but not limited to:
  - 1. Rule 62-257, Florida Administrative Code.
  - 2. Section 376.60, Florida Statutes.
  - 3. 40 CFR 61 Subpart M.
  - 4. Florida Department of Environmental Protection (DEP), Division of Air Resources Management.

### 3.04 IDENTIFICATION AND REMOVAL OF LEAD-BASED PAINT (LBP) MATERIALS

- A. Lead-Based Paint Assessor shall develop an operation and maintenance plan, prepare LBP abatement plans and specifications, and monitor and evaluate LBP abatement.
  - 1. Based on the results of a limited LBP survey, the presence, extent, and condition of LBP-materials to be abated are described in the “Lead-Based Paint Report” attached to Section 003100 - Available Project Information.
  - 2. For any previously untested building components suspected to contain LBP and located in areas impacted by the work, Contractor shall order Lead-Based Paint Assessor to perform additional survey, sampling and analysis services. When such additional analysis indicates the presence of LBP materials, Contractor shall order the Lead-Based Paint Assessor to revise or develop additional LBP abatement plans and specifications, and shall submit same to State of Florida and City of Key West Building/Licensing Department.
- B. Contractor shall conduct LBP abatement work in accordance with the LBP abatement plans and specifications developed by the Lead-Based Paint Assessor.
- C. Identification and removal of LBP materials shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations.

### 3.05 IDENTIFICATION AND REMOVAL OF MOLD-IMPACTED MATERIALS

- A. Mold Assessor shall develop an operation and maintenance plan, prepare mold remediation plans and specifications, and monitor and evaluate mold remediation

1. Based on the results of a limited mold survey, the presence, extent, and condition of mold materials to be remediated are described in the "Indoor Air Quality Report" attached to Section 003100 - Available Project Information.
  2. For any previously untested building components suspected to contain mold and located in areas impacted by the work, Contractor shall order Mold Assessor to perform additional survey, sampling and analysis services. When such additional analysis indicates the presence of mold-impacted materials, Contractor shall order the Mold Assessor to revise or develop additional mold remediation plans and specifications, and shall submit same to State of Florida and City of Key West Building/Licensing Department.
- B. Contractor shall conduct mold remediation work in accordance with the mold remediation plans and specifications developed by the Mold Assessor.
- C. Identification and removal of mold-impacted materials shall comply with applicable federal, state, and local laws, ordinances, criteria, rules and regulations.

### 3.06 SALVAGED ITEMS

- A. Salvage items shall include items designated for careful removal, and:
- a. storage and reinstallation in the finished Work; or
  - b. transportation and delivery to storage location as directed by Owner's Representative.
- B. Prior to any demolition work, designated salvage items shall be removed from the existing structure.
- C. Removal of salvageable items shall be accomplished by hand labor to the maximum extent possible. Care shall be taken to not damage portions of the existing structure to remain or items identified for salvage.
- D. Maintain a complete recording of all salvaged materials including the condition of such materials before, and after, salvage operations.

### 3.07 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Architect, Owner's Representative and Authorities Having Jurisdiction.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Architect, Owner's Representative.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### 3.08 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Consultant before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- C. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

### 3.09 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site, unless otherwise indicated on drawings or directed by Architect; comply with requirements of Section 017419 - Construction Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

## SECTION 31 11 00

### CLEARING AND GRUBBING

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes: Requirements for clearing and grubbing.

##### 1.02 DEFINITIONS

- A. Clearing: Cutting, removal, and proper disposal of trees, stumps, brush, shrubs, rubbish, and other material as required to construct improvements shown and specified.
- B. Grubbing: Removal and disposal of stumps larger than 1-1/2-inch in diameter and other similar items to a depth of not less than 12 inches below finish grade.

##### 1.03 SYSTEM DESCRIPTION

- A. Clear and grub project site as shown on the Drawings and specified in this Section.
- B. Clear and grub project site as required to complete project.

##### 1.04 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

##### 1.05 PROJECT CONDITIONS

- A. Site Information: Data in the subsurface investigation report was used for the basis of the design. The report is available for review. Conditions are not intended as representations or warranties of accuracy or continuity between soil. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.
- B. Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's Representative's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- D. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 – PRODUCTS (not used)

## PART 3 – EXECUTION

### 3.01 CLEARING AND GRUBBING

- A. Clear and grub areas to be occupied by facilities to be constructed, including areas to be excavated, filled, paved, or planted as shown on the Drawings.
- B. Clear and grub as required to complete project. Clear and grub easements as required to complete project. Do not clear or grub more than required to complete project.
- C. Existing palm trees on project site shall be removed and relocated to a site within the Owner's property as designated by the Owner.

### 3.02 PROTECTION OF ADJACENT AREA

- A. Protect areas shown on the Drawings or designated by the Engineer to remain protected from damage by construction operations by erecting suitable barriers or other acceptable means.
- B. Areas outside limits of construction as shown on the Drawings shall be protected and no equipment or materials shall be stored on these areas or allowed to damage these areas.

### 3.03 DISPOSAL

- A. Remove roots, vegetation, and other debris from the site daily. Dispose of roots, vegetation, and other debris removed from the site at no cost to the owner.
- B. Do not burn any material on the site or other areas where burning is not permitted.

### 3.04 SOIL MATERIALS

- B. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- C. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, SW, and SP, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- D. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, GM, SC, SM, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- E. Backfill and Fill: Satisfactory soil materials.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 97 percent passing a 3-inch sieve and not more than 5 percent passing a No. 200 sieve.
- G. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- H. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- I. Clear and strip all surface vegetation, topsoil, roots, grass, organics, structures, appurtenances, pavements, and other deleterious material. Depth of removal is anticipated to be on the order of 6 inches or less.
- J. Proof-roll soils at the stripped surface areas with a minimum of 10 passes (30% overlap with preceding pass) of a heavyweight vibratory drum roller (minimum impact force of 20,000 pounds per drum to the soil) until densities equivalent to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557) are uniformly obtained to a depth of at least 18 inches below the base of foundations. Any areas that yield during the proof-rolling operation or areas of deleterious material that are exposed during proof-rolling operation shall be over excavated, compacted, and replaced with compacted satisfactory material. Satisfactory material shall be placed in lifts not exceeding 12 inches in loose thickness. Thoroughly compact each lift with the vibratory roller until densities equivalent to at least 98 percent of the Modified Proctor maximum dry density are uniformly obtained. Prior to compaction, document condition of adjacent structures. Compaction shall cease if deemed harmful to adjacent structures. Compaction with a non-vibratory drum roller may be required to protect adjacent structures.

END OF SECTION