

# **PROJECT MANUAL AND TECHNICAL SPECIFICATIONS**

**For**

**FAÇADE REPAIRS AND RESTORATION  
1250 W. VAN BUREN**

**1250 W. VAN BUREN  
CHICAGO, ILLINOIS**

**PREPARED BY**

**LARSON ENGINEERING OF ILLINOIS  
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NAPERVILLE, ILLINOIS 60563**

**LEIL COMM. NO. S03-0054.00**

**DECEMBER 19, 2003**



FAÇADE REPAIRS  
1250 W. VAN BUREN  
CHICAGO, ILLINOIS

PROJECT MANUAL AND TECHNICAL SPECIFICATIONS  
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SECTION 00100  
INSTRUCTIONS TO BIDDERS

PROJECT:

FAÇADE REPAIRS  
1250 W. VAN BUREN  
CHICAGO, ILLINOIS

OWNER:

VANGUARD LOFTS  
CONDOMINIUM ASSOCIATION  
1250 W. VAN BUREN  
CHICAGO, ILLINOIS

I. CONSIDERATION:

- A. To be considered, bids must be made in accordance with these Instructions to Bidders:

II. DOCUMENTS:

- A. Bidders requesting additional sets of bid documents may purchase such documents at actual costs of reproduction, which cost is not refundable.
- B. One (1) set of bidding documents includes (1) Project Manual and Technical Specifications, Drawings and all addenda issued during the bid period.
- C. Bid Documents may be picked up from: Mr. Ron Gan, Chicago Critical Inspections, 4646 N. Hermitage, Chicago, Illinois 60640.

III. BIDDING AND CONTRACT AWARD:

- A. In submitting his bid, each bidder will be held to have informed himself fully as to all conditions under which the work will be performed, existing site conditions, contents of all Bid Documents, and provisions of all applicable laws, ordinances, regulations, wage rates, and labor conditions. Failure, omission or neglect to so inform himself will not relieve the accepted bidder of his obligation to execute and deliver the work as described in the bid documents and to fully perform the work for the consideration and within the time stated in the agreement.

IV. QUESTIONS:

- A. Submit all questions about the specifications to the Owner in writing not later than 5 days prior to bid due date.
- B. Replies will be issued to bidders of record as addenda to the bidding documents and will become a part of the contract. The Owner will not be responsible for oral clarifications.

V. SUBMISSION OF BID:

- A. Separate copies of the bid form will be furnished to each bidder in triplicate, two copies of which shall be submitted and one copy retained by the bidder for his records.

SECTION 00100  
INSTRUCTIONS TO BIDDERS

- B. All blank spaces in the bid form shall be filled in and, except as otherwise expressly provided in the bid documents, no change is to be made in the phraseology or in the items mentioned therein. Any exceptions or exclusions shall be clearly noted and itemized.
- C. Submit bid to the Owner in a sealed, double opaque envelope clearly identified with the name of project, date of bid opening, bidder, work being bid, and the word "Bid Form".
- D. If the bid is made by a corporation, it shall be signed in the name of the corporation by a duly authorized officer with the designation of his official capacity, properly attested. If by a partnership, it shall be signed in the name or style under which the organization is doing business by the proper officer or officers whose official capacity shall be designated, and the name and address of each partner shall be shown on the bid form. If by a joint venture, it shall be signed by each of the persons or firms, which is a party to the joint venture agreement. If by an individual, it shall be signed in the name of the person, stating the name or style, if any, under which he is doing business.

VI. DEFINITIONS:

- A. All definitions set forth in the general conditions of the contract for construction, AIA Document A107, are applicable to these Instructions to Bidders.
- B. Owner shall refer to Vanguard Lofts Condominium Association, 1250 W. Van Buren, Chicago, Illinois.
- C. Construction Documents shall refer to the Project Manual and Technical Specifications and shall include any Addenda and building reference drawings.
- D. Contract Documents shall refer to the Bid Documents in conjunction with the Project Manual and Technical Specifications.
- E. Owner's representative shall refer to "First Properties, LLC, c/o Mr. Michael Rutkowski, 760 W. Ogden, Suite 2200, Chicago, Illinois 60622.

VII. WITHDRAWAL OF BID:

- A. A bidder may withdraw his bid up to 30 minutes before bid opening, with proper identification, by personally securing his bid. Telephonic request to withdraw a bid will not be considered.

VIII. BASIS FOR AWARD:

- A. Bids are based upon a Lump Sum Contract for the façade repairs for the above mentioned project location.
- B. It is the intention of the Owner to award the contract to the bidder with the lowest responsible bid as determined by the Owner at his sole discretion while considering the base bid and such as the Owner deems in his own best interest to accept.
- C. The Owner reserves the right to reject any or all bids, to waive informalities in the bidding and to accept the bid most favorable to his interests.

SECTION 00100  
INSTRUCTIONS TO BIDDERS

IX. BID OPENINGS:

- A. Sealed bids for the façade repairs for 1250 W. Van Buren will be received in the office of Mr. Ron Gan, Chicago Critical Inspections, 4646 N. Hermitage, Chicago, Illinois 60640.

X. FORM OF BID:

- A. Bound in the Project Manual is a sample bid form.
- B. The Owner's representative will issue three (3) loose sets of bid forms to each bidder of record.
- C. Bidders must include all alternates, if applicable, shown on the bid forms. Failure to comply may be cause for rejection of entire bid.

XI. PERMITS:

- A. Contractor shall be required to file for, obtain and pay for all required permits and approvals associated with the work including, but not limited to, pedestrian protection baracades, tree protection, staging, etc.

XII. SCHEDULING AND SEQUENCING:

- A. Successful General Contractor shall, within 10 consecutive calendar days after award of contract, submit a written proposal of scheduling and sequencing of work.

**Timeline for Proposed Façade Repairs**

Bid Specifications delivered to Bidding Contractors

December 22, 2003

Bids Due from Contractors at  
2:00 p.m.

January 12, 2004

Contract Award

January 30, 2004

- B. Work to commence in Spring of 2004 after award of contract. Work shall be completed on or before the date stated in Bid Form.

XIII. PRE-BID CONFERENCE: (Not Applicable)

XIV. BONDS: Performance Bond – See Section 00600

XV. BID SECURITY: (Not Applicable)

XVI. AGREEMENT FORM:

- A. The agreement will be executed on AIA document A107 "Abbreviated Form of Agreement between Owner and Contractor for Construction Projects of Limited Scope where the Basis of Payment is Stipulated Sum" 1997 edition. A sample of this form is attached for inspection.

SECTION 00100  
INSTRUCTIONS TO BIDDERS

XVII. TAXES:

- A. The Owner is not exempt from Federal Excise Tax, any applicable state taxes Tax or the Use Tax on materials and equipment to be incorporated into real estate of the project. The contractor shall pay all taxes required.

END OF SECTION 00100

SECTION 00300  
BID FORM

PROJECT:

FAÇADE REPAIRS  
1250 W. VAN BUREN  
CHICAGO, ILLINOIS

OWNER:

VANGUARD LOFTS  
CONDOMINIUM ASSOCIATION  
1250 W. VAN BUREN  
CHICAGO, ILLINOIS

\_\_\_\_\_  
(Name of Bidder)

GENTLEMEN:

I have received the documents, Project Manual, titled Façade Repairs for 1250 W. Van Buren, Chicago, Illinois and reference drawings.

I have also received Addenda Nos. \_\_\_\_\_  
(To be completed by Bidder)  
and have included their provisions in my bid.

I have examined all of the above documents (Bidding Documents) and the job site.

In submitting this bid, I agree:

1. To hold my bid open for sixty (60) calendar days beyond Bid Date;
2. To accept the provisions of the Bidding Documents;
3. To furnish certificate of insurance and schedule of values as specified;
4. To accomplish the work in accordance with, and as described by, the Contract Documents;
5. I have included a completed Contractors Qualification Statement, AIA Document A305, 1986 Edition.
6. Brick Masonry Wall Repairs: As part of the Base Bid the Bidder agrees to:
  - a. Provide all necessary scaffold and staging.
  - b. Provide all necessary protection for public safety.
  - c. Provide all necessary protection of the building and property (i.e., windows, landscaping, etc.)
  - d. Clean all areas affected by the Work.
  - e. Provide a mock-up of representative tuck pointing and workmanship per Section 01430.
7. Shoring of Balconies for Anchor Repair: As part of the Base Bid the Bidder agrees to:
  - a. Provide all necessary scaffold and staging.
  - b. Provide all necessary protection for public safety.
  - c. Provide all necessary protection of the building and property (i.e., windows, landscaping, etc.)
  - d. Clean all areas affected by the Work.



SECTION 00300  
 BID FORM

8. Corroded steel lintel remove masonry and clean lintel of rust and if needed replace with like size.
9. Limestone replacement.
10. If awarded the contract, the undersigned further agrees to begin work with an adequate force and equipment from date of notice to proceed and be completed by \_\_\_\_\_, 2004.

BASE BID: Bidder agrees to perform all repair work outlined in the Bid Package for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

UNIT PRICES: The following Unit Prices shall govern for any deviations from the quantities listed in the Base Bid. Included in the Unit Prices shall be all labor, materials, tools, equipment, overhead and profit, for both General Contractor and involved Subcontractors, required to do the work. Unit Prices shall apply to total net quantities, and not to individual lengths, areas or quantities specified or shown in this project manual.

ADD/DEDUCT

ITEM DESCRIPTION

Provided Unit Price for:

Unit Price Item	Description	Unit	Quantity	Unit Price	Extended Price (\$)
Tuck Pointing	Tuck point wall by 3/4 inch deep raking and mortar fill	\$/lin ft	6930		
Tuck Pointing Loose Brick	Tuck point around loose brick by 3/4 inch deep raking and mortar fill.	Sq/ft	1100		
Brick Replacement	Replace face brick.	\$/each	35		
Window Sill Replacement	Remove and replace cracked window sills with like material.	\$/each	6		
Caulk Replacement	Prepare substrate and provide caulking at locations indicated.	\$/lin ft	62		
Missing Brick/Stone	Replace missing brick/stone		51		
Rusted/Corroded Lintel	Remove masonry and clean lintel of rust and if needed replace with like size.		53		
Miscellaneous Wall Pins			27		
8' x 8': Area	Remove and repair masonry wall.		1		

TIME AND MATERIAL: To address changes in the Work not indicated by the Contract Documents and Specifications, or Unit Prices and upon written instruction of the Owner, the following prices shall prevail in accordance with the General Conditions.

LABOR COSTS: Including profit and overhead as defined in Article 12 of the General Conditions. All trades at their prevailing hourly rate plus \_\_\_\_\_ percent ( %) for profit and overhead.

MATERIAL COSTS: At cost plus \_\_\_\_\_ percent ( %) for profit and overhead.

SECTION 00300  
BID FORM

ALTERNATE NUMBER 1

If the following alternate; labor and payment bond is accepted in writing by the Owner, our/my base bid will change by the following: Add/Deduct \$ \_\_\_\_\_.

ALTERNATE NUMBER 2

If the following alternate; project management completion insurance \$10,000,000.00, is accepted in writing by the Owner, our/my base bid will change by the following: Add/Deduct \$ \_\_\_\_\_.

ALTERNATE NUMBER 3

If the following alternate; load testing 20% of the balcony floor anchors on each face of building, is accepted in writing by the Owner, our/my base bid will change by the following: Add/Deduct \$ \_\_\_\_\_.

SECTION 00300  
BID FORM

If a Corporation

Name

Address, Zip Code, Fax  
Number, Telephone Number

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (President)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (Secretary)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (Treasury)

If a Partnership

Name of Partners

Address, Zip Code, Fax  
Number, Telephone Number

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name)

If a Joint Venture

Name of Members

Address, Zip Code, Fax  
Number, Telephone Number

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (Principal)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (Principal)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Bidder's Name) (Print Name) (Principal)

SECTION 00300  
BID FORM

If an Individual

Name of Individual

Address, Zip code, Fax  
Number, Telephone Number

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

Limited Liability Company

Name of Members

Address, Zip Code, Fax  
Number, Telephone Number

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

Name of Managers

Address, Zip Code, Fax  
Number, Telephone Number

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name) By: \_\_\_\_\_ (Print Name) Title: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

Note: Bidder shall attach a list of clarifications, qualifications, exceptions (if any), additional pages where appropriate, etc. Also, Contractor to attach, as part of the bid form, the form warranty that will be given at the conclusion of the project (as required by Sec. 1.08 of the Terms and Conditions).

BIDDERS RESUME

List a minimum of three jobs of similar scope performed in the last five years:

Client: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Client: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Client: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

END OF SECTION 00300

SECTION 00600  
BONDS AND CERTIFICATES

PART 1 - GENERAL

1.01 BONDS AND CERTIFICATES:

A. List of Subcontractors:

1. The form of "List of Subcontractors" shall be the American Institute of Architects Document G805, 2001 Edition.

B. Performance/Payment Bonds: A Performance Bond shall be provided by the Contractor with the Bid form in the amount of 100% of the gross amount of the Base Bid in the form of a Performance Bond made payable to Vanguard Lofts Condominium Association, 1250 W. Van Buren, Chicago, Illinois. A Payment Bond shall be provided by the contractor with Bid Form in the amount of 100% of the gross amount of the Base Bid in the form of a Payment Bond made payable to Vanguard Lofts Condominium Association, 1250 W. Van Buren, Chicago, Illinois.

C. Certificate of Insurance:

1. The form of the Certificate shall be "Certificate of Insurance", ACORD 25-S, July 1990, with limits and additional coverage in accordance with the Supplementary Conditions and sample Certificate bound herein. Submit American Institute of Architects Document G715, 1991 Edition with Certificate of Insurance. Certificate of Insurance shall cover the entire value, scope and term until substantial completion of the work.

D. Application for Payment:

1. The form of application for payment shall be the "Application and Certificate for Payment", American Institute of Architects Document G702, May, 1992 Edition, with continuation sheets G703.

E. Contractor's Qualification Statement:

1. The form of "Contractor's Qualification Statement" shall be American Institute of Architects Document A305, December 1986 Edition.
2. Qualification of Contractors
  - a. Factors: It is the intention of the Owner to award the Contract only to a bidder who furnishes satisfactory evidence that he has the requisite experience, ability, capital, facilities, plant organization, and staffing to enable it to perform the work successfully and promptly, and to complete the work within the time set forth in the Contract Documents. Among the factors considered by the Owner are:
    - 1) the ability, capacity, and skill of the bidder to perform the contract; and
    - 2) whether the bidder has the requisite facilities, plant, organization, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified and without delay or interference; and
    - 3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and

SECTION 00600  
BONDS AND CERTIFICATES

- 4) the quality of the bidder's performance of previous contracts; and
- 5) the previous and existing compliance by the bidder with the laws and ordinances relating to the contract; and
- 6) the sufficiency of the financial resources and ability to the bidder to perform the contract; and
- 7) the contractor prepared bar chart schedule; and
- 8) any other factor that the Owner may legally consider in determining the proposal that is in the best interests of the Owner.

3. Disqualification of Contractors

- a. More Than One Proposal: No more than one proposal for the work described in these Contract Documents from an individual, firm, partnership, corporation or association, under the same or different names, may be considered.
- b. Collusion: If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.
- c. Default: If a bidder is or has been in default on a contract with Owner or in the payment of monies due Owner its proposal will not be considered.
- d. Deficiencies: Owner expressly reserves the right in its sole and absolute discretion to disqualify bidders if:
  - 1) The proposal does not contain a standard or supplemental unit price for each pay item requested; or
  - 2) The proposal form is other than that furnished by the Owner or if the form is altered or any part thereof detached; or
  - 3) There are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters and unsigned or improperly signed proposals; or
  - 4) The bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award; or
  - 5) If the proposal is prepared with other than ink or typewriter; or
  - 6) The proposal was not received prior to the time for receipt of bids.

F. Substantial Completion:

1. The form of "Certificate of Substantial Completion" shall be American Institute of Architects Document G704, 2000 Edition.

SECTION 00600  
BONDS AND CERTIFICATES

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 00600



SECTION 00700  
GENERAL CONDITIONS

PART 1- GENERAL

1.01 GENERAL CONDITIONS:

- A. The General Conditions for this Project are the "Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope Where the Basis of Payment is a Stipulated Sum", American Institute of Architects Document A107, 1997 Edition, including all supplements.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 00700

SECTION 01005  
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS / CODES:

- A. All applicable portions of Division 1 - General Requirements are to be considered as included with this Section.
- B. The contents of the Project Manual are minimum requirements and shall govern except that all Federal, Local, and/or State Codes and Ordinances shall govern when their requirements are in excess hereof.

1.02 PURPOSE OF CRITERIA:

- A. The criteria and specifications presented in this Project Manual are written in an imperative and streamlined form and are intended to set minimum standards and requirements for the construction of the work by the Contractor for the Owner.

1.03 DEFINITIONS:

- A. All definitions set forth in the general conditions of the contract for construction, AIA Document A107, are applicable to these Instructions to Bidders.
- B. Owner shall refer to "Vanguard Lofts Condominium Association c/o First Properties, LLC, 760 W. Ogden, Suite 2200, Chicago, IL 60622.
- C. Owner's Representative shall be referred to as "First Properties, LLC, c/o Mr. Michael Rutkowski, 760 W. Ogden, Suite 2200, Chicago, IL 60622".
- D. Bid Documents shall refer to the Project Manual and shall include the Project Description, Technical Specifications and any Addenda.
- E. Construction Documents shall refer to the Project Manual and shall include the Project Description, Technical Specifications, Reference Drawing and any Addenda.
- F. Contract Documents shall refer to the Project Manual and shall include the Project Description, Technical Specifications and any Addenda.
- G. When completed, tested, and approved by the Owner's Representative and Engineer, the sample installation shall become the standard of quality for the remainder of the Project. All concealed portions of the mock-up shall be inspected by the Engineer and, if approved, photographed for future reference prior to that portion being concealed.

1.04 APPROVALS BY GOVERNING AUTHORITY:

- A. It shall be the responsibility of the General Contractor to procure all Building Permits.

SECTION 01005  
GENERAL REQUIREMENTS

1.05 PRE-PLANNING REQUIREMENTS:

A. Surveys:

1. The Contractor shall conduct a preliminary survey of the site as required for the Contractor to determine the full scope of the total project and to define the scope of the individual Work Items, including Quantities, Unit Prices, the identification of appropriate repair materials, existing surface preparation and installation procedures, included in his bid.

1.06 SITE REPRESENTATION:

- A. It is understood that the Owner and/or a representative of the Owner shall make periodic visits to the site. They have the authority to ask questions of supervising personnel. If either the Owner or the Owner's representative should take exception to a construction related condition to the building or site, they shall inform the Contractor by letter. A response will be expected in five (5) days. Notwithstanding the foregoing, the Contractor shall promptly and appropriately respond to a construction-related condition that constitutes an emergency or that is of such a nature as to require immediate attention in order to protect or prevent harm to persons or property.
- B. The Owner and/or a representative of the Owner has the right to perform their own punch list for the purpose of construction deficiencies and will submit one copy of their punch list to the Contractor.

1.07 CODE REQUIREMENTS AND DESIGN PARAMETERS:

- A. The General Contractor shall be held responsible for all elements of the building structure repair and restoration and its compliance with all applicable codes.
- B. Occupational Safety and Health Regulation:
  1. All Contractors, including all subcontractors, shall comply with the current edition of the Occupational Safety and Health Regulation, Construction Manual - Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

1.08 PRELIMINARY SUBMITTALS:

- A. The Contractor shall submit information to The Homestar Group on proposed repair materials and manufacturers product data sheets, surface preparation and repair details, and quantities for each Work Item.
- B. The Contractor shall conduct and submit a manufacturer supervised stain test on stone and concrete surfaces to The Homestar Group.
- C. The preliminary submittals shall be presented to The Homestar Group and approval attained prior to commencing construction work.

SECTION 01007  
TERMS AND CONDITIONS

PART 1 - GENERAL

1.01 GENERAL:

- A. The following Terms, Conditions and Specifications are intended to supplement all other requirements included in the Project Manual and Technical Specifications and are in addition to those requirements.

1.02 TERMS AND CONDITIONS:

- A. The Owner and Contractor shall be bound by the Terms and Conditions, which shall be deemed controlling in the event of a conflict between same and any other written instrument or document or a different division of these outline criteria, to the extent same describes more fully or specifically the responsibilities of Owner or Contractor. No alleged modification hereof is binding on the Owner unless it is in writing, signed by the Owner, and expressly defined as a modification hereof.
- B. It is the sole responsibility of the Contractor to include in the Construction Contract Documents with its Sub-Contractor(s) whatever terms and conditions are necessary to insure his ability to perform hereunder, and the failure to include such terms and conditions shall not relieve the Contractor of the obligations hereunder or liability from damages to the Owner resulting there from.

1.03 CHANGES IN THE WORK:

- A. The Owner shall have the authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the building repairs and restoration. Except in an emergency endangering life or property, no extra work or charges shall be made by the Contractor except pursuant to a written order from Owner and no claim shall be made against the Owner for an increase in price to be paid unless so ordered by the Owner. The Contractor, without additional charge, shall furnish from time to time, as requested, additional segregation or breakdowns of costs as may be required by the Owner for the purpose of cost accounting of the various individual work items therein or connected therewith.

1.04 FIRE AND EXTENDED COVERAGE INSURANCE:

- A. The Contractor shall procure and maintain, or cause to be procured and maintained by the Sub-Contractor, Fire and Extended Coverage Insurance to cover the replacement value of the work performed under the Contract including material and other materials delivered to the site of the project which are to become a part of the permanent construction.
1. Fire and Extended Coverage Insurance policy or policies shall include as insured the Contractor, Subcontractors, Material Suppliers, Engineers, and Owner as their interests may appear. Such policy or policies shall cover the following major perils: Fire, lighting, leakage from fire protection equipment, wind or hail, riot, civil commotion and vandalism, explosion (limited to small fired and other unfired pressure vessels and related equipment), and vehicles.

SECTION 01007  
TERMS AND CONDITIONS

2. The foregoing provisions shall not relieve the Owner, Contractor, Subcontractors, Material Suppliers, or Engineers from their respective liability and responsibility for loss or damage to real or personal property of the Owner or others which is not specifically stated to be included in the Insurance coverage to be obtained by the Owner for this project as set forth and limited in this paragraph, which loss or damage is caused by the acts, omissions or operations of the Owner, Contractor, Subcontractor, Architects or Engineers, their employees, agents, servants, or representatives.

1.06 LIABILITY INSURANCE:

- A. The Owner shall, during the continuance of work, including extra work in connection therewith, maintain or cause to be maintained by the Contractor, in companies acceptable to the Owner, the following insurance coverage's:

1. Workmen's compensation as required by all applicable Federal, State, local, or other laws including employer's Liability with a limit of at least \$500,000.
2. Comprehensive General Liability including Contractors Liability, Contingent Liability, Contractual Liability, Completed Operation and Products Liability all on the occurrence basis with personal injury coverage and broad from property damage. Remove the XCU Exclusion relating to explosion collapse and underground property damage. Completed Operations liability shall be kept in forces for at least two (2) years after the date of final completion. Limits shall be at least the following:

General Liability Insurance	\$5,000,000
Bodily Injury including Personal Injury	
Each person	\$ 500,000
Each occurrence	\$5,000,000
Property Damage	
Each person	\$ 500,000
Aggregate	\$5,000,000

3. Comprehensive Automobile Liability, including Non-ownership and Hired Car Coverage as well as owned vehicles with at least the following limits:

Bodily Injury	
Each person	\$ 500,000
Each occurrence	\$1,000,000
Property Damage	
Each occurrence	\$ 100,000

- 1.07 The Owner shall purchase and maintain property insurance written on a Builder's Risk or equivalent policy form I the amount of the Base Bid, plus the value of subsequent Contract Modifications and Cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis without optional deductibles. This property insurance shall cover portions of Work stored off site and also portions of Work in transit. Such property insurance shall be maintained until final payment has been made. This insurance shall include interests of the Owner, the Contractor, and any Sub-Contractors in the Project.

SECTION 01007  
TERMS AND CONDITIONS

1.08 WARRANTY:

- A. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall deliver to the Owner a written Warranty from the Contractor, in the form provided by or acceptable to the Owner, that all labor and materials furnished and work performed by the Contractor in accordance with the requirements of the plans and specifications. Further, should any defect develop during the Warranty period, as hereinafter defined, due to improper materials, workmanship or arrangements, the same shall, upon written notice, be made good by the Owner or Contractor without expense to the Owner, and that any other work affected in correcting such defects shall also be made good.
- B. The Warranty period shall be for two (2) years from the date of final acceptance by the Owner, unless a different period of time is expressly stated under any trade section of the Specifications.
- C. The Contractor's Warranty shall cover all work under Contract, whether or not any portion of trade has been sublet. In the event any portion of the work is performed by Subcontractors under the Contract, the Contractor is to obtain from such Subcontractors their written Warranty, in the form provided by or acceptable to the Owner, covering their respective portions of the work for the periods specified, and the Contractor shall then deliver these to the Owner together with the Contractor's Warranty. The Contractor's and Subcontractor's Warranty shall be enforceable directly by the Owner, if the Owner so elects.
- D. The written Warranty by the Contractor is in addition to any guarantees, bonds, or other stipulations required of Subcontractors under the various trade sections.
- E. Upon final payment, the Contractor shall assign to the Owner all of the Contractor's right, title and interest in and to any warranties issued by any Subcontractors.

1.09 PROGRESS SCHEDULE AND TIME OF COMPLETION:

- A. Prior to the start of site work the Contractor shall submit to Owner, for approval, a detailed incremental progress schedule for the work. The progress schedule shall reflect the contractual dates and shall include all construction activities such as detailing, shop fabrication, intervals from purchase to delivery of purchased items, duration of field activity, etc., and shall be of sufficient detail to enable Owner, at all times throughout the duration of the work, to compare actual and scheduled progress. The progress schedule shall be prepared in accordance with accepted "Bar Chart Methods" or an equivalent technique as approved by the Owner.

1.10 OWNER'S REPRESENTATIVE:

- A. The Owner or the Owner's Representative shall at all times have access to the work whether it is in preparation or progress, and the Contractor shall insure proper facilities for such access. The Owner or the Owner's Representative is present for observing the construction process only. The Owner's Representative is not responsible for providing field direction of Contractor(s). No observation nor any other act or omission by the Owner and/or Owner's representative shall relieve the Contractor from any responsibility for the work, and any work which proves faulty or deviates from the Specifications must be corrected by the Contractor.

1.11 SHOP DRAWINGS:

- A. Samples shall be approved by the Contractor and approval shall conform to the plans and specifications. Submit copies of catalog cuts and production sheets, etc. of principal construction Work Items to the Owner or the Owner's Representative for his review.

SECTION 01007  
TERMS AND CONDITIONS

1.12 AS-BUILTS:

- A. During the construction sequence of the job the Contractor shall record all changes on a set of Construction Documents and identify as "As-Built".
- B. Samples, and "As-Built" shall be presented to the Owner's representative for permanent storage on the job site prior to final payment.

END OF SECTION 01007

SECTION 01010  
SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. Project Data:

1. Title: Façade Repairs  
1250 W. Van Buren  
Chicago, Illinois  
LEIL Comm. No. S03-0054.00
2. Building: 1250 W. Van Buren  
Chicago, Illinois

B. General Statement of Work:

1. The work described by the Project Manual and Technical Specifications includes the work of all Professional Services required and the work of all trades required and all materials, labor, tools and equipment required and incidental to the completion of Façade Repairs to 1250 W. Van Buren, Chicago, Illinois.
2. The Base Bid work includes Project Mobilization and the Façade Repairs to 1250 W. Van Buren, Chicago, Illinois.
3. The Base Bid work shall be completed no later than July 31, 2004.

C. Related Sections Specified Elsewhere:

1. Section 02231 – Tree Protection and Trimming
2. Section 04901 – Clay Masonry Restoration
3. Section 04902 – Stone Restoration
4. Section 05500 – Metal Fabrication
5. Section 07920 – Joint Sealants

D. Mobilization

1. This work consists of all Professional Services required to complete the work and includes, but is not limited to, coordinating, scheduling, supervision, transportation, taxes, fees, permits, bonds, protection of property and all other general work, services or materials necessary or incidental to the completion of the work.

E. Brick Masonry Wall Repairs

1. This work consists of furnishing all materials, labor, tools and equipment for the replacing of damaged and missing units as well as repointing loose, soft, cracked and missing mortar joints.

F. Lintel Repairs

1. This work consists of furnishing all materials, labor, tools and equipment for existing lintel and masonry removal and replacement.



SECTION 01010  
SUMMARY OF THE WORK

G. Balcony Repairs

1. This work consists of furnishing all materials, labor, tools and equipment for balcony repairs.
2. Provide shoring/scaffolding for the balconies so repairs can be completed.

H. Limestone Repair

1. This work consist of furnishing all materials, labor, tools and equipment for limestone window repair.

1.02 CONTRACT

- A. All work shall be under a single contract.
- B. Perform all work in strict accordance with the Project Manual and the printed recommendations and specifications of selected product manufacturers.

1.03 CONTRACTOR DUTIES

- A. Except as specifically noted, provide and pay for:
  1. Labor, materials and equipment.
  2. Tools, construction equipment and machinery.
  3. Other facilities, utilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work:
  1. Permits.
  2. Government fees.
  3. Licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of work.
- F. Promptly submit written notices to Owner's Representative, of observed variance of Contract Documents from legal requirements.
- G. Enforce strict discipline and good order among employees. Do not employ for this work:
  1. Unfit persons.
  2. Persons not skilled in assigned task.

SECTION 01010  
SUMMARY OF THE WORK

- H. Verify the compatibility of all materials to be incorporated into the work.
- I. Provide pedestrian barricade in accordance with City of Chicago ordinances and State and Federal regulations.

1.04 WORK UNDER OTHER CONTRACTS

- A. Separate contracts have been and/or may be issued to other Contractors to perform other construction operations at the site. This Contractor shall coordinate his work with the Owner and other Contractors as required so that all work proceeds without causing delay to the project schedule.

1.05 JOB CONDITIONS

- A. Maintain regular traffic flow around site and within building unless otherwise directed.
- B. Repair any damaged property which is to remain in use, or that belongs to any person, or persons, on or off the site caused by construction.
- C. Perform all work in such a manner as to prevent fires. Remove debris promptly. Do not burn materials on the site.
- D. Keep stairways and exits unobstructed and available for use at all times.
- E. Protect and maintain existing utility lines in such a manner as to prevent interruptions of service.
- F. Cap all utility lines terminated by work on this project in a manner approved by governmental and utility authorities having jurisdiction.
- G. Remove all debris from construction operations in such a manner as to avoid creating a nuisance. Legally dispose of all debris on a daily basis.
- H. The Contractor shall provide for the protection of the public and property in accordance with the applicable requirement of OSHA "Construction Safety and Health Regulations" which, by reference, is made part of this Specification.
- I. All safety equipment must comply with applicable requirements of all laws, codes, ordinances and regulations of Federal, State and City authorities having jurisdiction over this work.

1.06 CONTRACTOR USE OF PREMISES:

- A. General: Limit use of the premises to construction activities in the areas indicated by the Owner. Allow for Owner occupancy and use by the public.
- B. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas on which work is indicated are not to be disturbed.
- C. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Do not unreasonably encumber site with materials or equipment.

SECTION 01010  
SUMMARY OF THE WORK

- E. Assume full responsibility for protection and safekeeping of materials, tools, equipment and products stored on premises.
- F. Move any stored products, which interfere with operations of Owner or other Contractors.
- G. Obtain and pay for use of additional storage or work areas needed for operations.
- H. Stages will be grounded and secured after each work day, prior to and during threatening weather.

1.07 CONTRACTOR RESPONSIBILITY FOR USE OF THE EXISTING BUILDING

- A. Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.08 COORDINATION:

- A. This project has special requirements regarding the coordination of the work because of the following:
  - 1. All work creating significant noise, dust, or debris shall be performed on weekdays between 7:00 am and 6 pm Monday – Friday or all day Saturday. No work shall be performed on Sundays. Any special work that may create disturbance outside of these times will need to be approved in advance by Mr. Ron Gan. The Contractor shall be held responsible for following all requirements of all laws, codes, ordinances and regulations of Federal, State and City authorities having jurisdiction over this work.
  - 2. Minimize noise, disruption, and inconvenience.

1.09 SPECIAL CONTROLS:

- A. Noise Control: The Contractor shall confine his hours of operations to those required by owner, state, county, and city laws and ordinances. Noise levels shall be held to a minimum considering the nature of the work.
- B. The Contractor shall be responsible for damages to areas in or near the work area resulting from his operations. The Contractor shall be responsible for maintaining any means of egress required by governing codes for continued use of the building.

1.10 TEMPORARY UTILITIES:

- A. The Contractor shall arrange for, obtain, and pay for all temporary utilities necessary to complete the work except as stated otherwise herein.
- B. Water: The Owner shall provide access to water for the Contractor. The Contractor shall provide whatever valves, fittings, and lines as necessary to distribute water for his use.
- C. Electrical: The Owner will allow the Contractor to use electrical power from the building. The Contractor shall be responsible for all necessary connections. All connections to the electrical power of the building shall be done by qualified persons and in accordance with local and national codes.
- D. The Contractor shall provide temporary fire protection as required by federal, state and local laws and ordinances.

SECTION 01010  
SUMMARY OF THE WORK

1.11 OWNER OCCUPANCY:

- A. Full Owner Occupancy: The building is a residential condominium building. The existing building, parking structure and site will be used and occupied by the condominium unit owners, residents and their invitees during the entire period of construction. Cooperate fully with the Owner and the Owner's Representative during construction operations to minimize conflicts and to facilitate the use of the property by the condominium unit owners, residents and their invitees. Perform the work so as not to interfere with the use of the property by the condominium unit owners, residents and their invitees.
- B. Provide barricades, shores and other means of temporary protection as necessary to insure the safety of persons and property at all times.
- C. As necessary, protect all areas of the existing buildings and grounds from damage at all times. All damage to the existing buildings and grounds caused by the execution of this work will be required or replaced as necessary to match the condition which existed prior to the commencement of this work at no additional cost to the Owner.

1.12 PERFORMANCE OF WORK

- A. All Contractors shall inspect surfaces, structure and other work precedent to their work and upon which their work depends, and verify that no defects or errors are present that could result in poor application in their work or cause latent defects in workmanship.
- B. Commencement of any operation shall constitute acceptance of substrates or preceding work by the Contractor performing same.
- C. Each Contractor shall adequately prepare substrates or preceding work prior to commencing his installation operations.
- D. All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, clean conditions and placed in operation as directed by the respective manufacturer, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specification or requirements of applicable building codes.
- E. Costs caused by ill-timed or defective work or work not conforming to the Contract Documents are the responsibility of the Contractor.

1.13 SITE CLEAN UP

- A. At reasonable intervals during progress of work, clean work area and dispose of all waste materials, debris, and rubbish. Prior to any removal, the Contractor shall submit his plan for confining, collection, and disposal of broken concrete and other waste material as result of his removal operations.
- B. Execute clean up to ensure that buildings, grounds and adjacent properties area maintained free of waste, debris and rubbish.
- C. Remove waste materials, debris and rubbish from site and legally dispose.
- D. Handle materials in a controlled manner. Do not throw materials from heights.

END OF SECTION 01010

SECTION 01026  
UNIT PRICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for unit prices.
- B. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event that the estimated quantities of Work required by the Contract Documents are increased or decreased.
- C. Unit prices include all necessary material, overhead, profit and applicable taxes.
- D. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- E. A list of "Unit Prices" is included in the bid form. Sections referenced in the Summary of Work Section 1010 contain requirements for materials and methods described under each unit price.
- F. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PART 2 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01026

SECTION 01030  
ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- C. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- D. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- E. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

END OF SECTION 01030

SECTION 01040  
PROJECT COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

1.02 PROJECT COORDINATION

- A. It shall be the sole responsibility of the Contractor to coordinate schedule, administration and supervise all work and to provide the Owner and all subcontractors with advance notice of the work schedule as required to allow for proper installation of the work.

END OF SECTION 01040

SECTION 01400  
QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. General provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

1.02 SUMMARY:

- A. This Section specifies administrative and procedural requirements for Quality Control Services.
- B. Quality Control Services include inspections, tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor.
- C. Inspection and testing services are required to verify compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality control services as required by the Owner and governing authorities or other authorized entities are not limited by the provisions of this section.

1.03 RESPONSIBILITIES:

- A. Owner Responsibilities: The Owner will provide inspections, tests and similar Quality Control Services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract sum.
  - 1. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform the services that are the Owner's responsibility.
  - 2. The agency is not authorized to release, revoke, alter or enlarge the requirements of the Contract Documents, or approve or accept any portion of the Work.
  - 3. The agency shall not perform any duties of the Contractor.

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services performed on the work, the Contractor shall repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes.



SECTION 01400  
QUALITY CONTROL SERVICES

- B. The Contractor shall protect work exposed by or for Quality Control Service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01500  
TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General provisions of the Contract, including General Conditions and other Division-1 Specification sections, apply to the work of this section.

1.02 SUMMARY

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

- A. Temporary construction and support facilities required for the project include but are not limited to the following:
1. Temporary heat.
  2. Field offices and storage sheds.
  3. Temporary enclosures.
  4. Waste disposal services.
  5. Construction aids and miscellaneous general services and facilities.
  6. Sanitary facilities, including toilets, and drinking - water facilities.
- B. Security and protection facilities and services required for the project include but are not limited to the following:
1. Barricades, warning signs, lights, flag men.
  2. Sidewalk bridge or enclosure fence for the site.
  3. Tree protection.

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
1. Building Codes requirements.
  2. Health and safety regulations.
  3. Utility company regulations.
  4. Police and Fire Department Rescue Squad recommendations.
  5. Environmental protection regulations.
- B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSIA10 Series standards for "Safety Requirements for the Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".
1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by AGC and ASC for industry recommendations.
  2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

SECTION 01500  
TEMPORARY FACILITIES

1.04 PROJECT CONDITIONS

- A. Conditions of use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site. Relocate temporary services and facilities as required by progress of the work.

PART 2 - EXECUTION

2.01 INSTALLATION

- A. Use qualified personnel for the installation of temporary facilities. Locate facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required.

2.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Collection and Disposal of Wastes: Collect waste from construction areas and related areas daily. Comply with requirements of NFPA 241 for removal and combustible waste material and debris. Enforce requirements strictly. Do not hold collected materials longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

END OF SECTION 01500

SECTION 01700  
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CLEANING

- A. In addition to responsibilities set forth in General Conditions, keep premises free from accumulation of waste materials or rubbish caused by workers or Work.
- B. At completion of Project, remove dirt, excess patching materials, and other foreign material from work areas. Clean all fixtures and remove all spots, paint, soil, writing, droppings, or other foreign material, from all Work.
- C. Complete above cleaning before requesting final inspection.
- D. Final inspection shall be provided jointly by the Owner's Representative and Engineer. Upon written acceptance of the work, the Owner shall have 45 days to provide payment for completed work.

1.02 WARRANTIES AND BONDS

- A. By act of executing Agreement for Work, Contractor accepts following warranty covering Project:  

Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

This guarantee provision applies regardless of whether or not such defective workmanship, materials or equipment are listed in final punch list. Date of acceptance will be established by Owner and Engineer upon finding all items of Project substantially complete as to quality of workmanship and materials.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall deliver to the Owner a written Warranty from the Contractor, in the form provided by or acceptable to the Owner, that all labor and materials furnished and work performed by the Contractor in accordance with the requirements of the plans and specifications. Further, should any defect develop during the Warranty period, as hereinafter defined, due to improper materials, workmanship or arrangements, the same shall, upon written notice, be made good by the Owner or Contractor without expense to the Owner, and that any other work affected in correcting such defects shall also be made good.
- E. The Warranty period shall be for two (2) years from the date of final acceptance by the Owner, unless a different period of time is expressly stated under any trade section of the Specifications.

SECTION 01700  
CONTRACT CLOSEOUT

- F. The Contractor's Warranty shall cover all work under Contract, whether or not any portion of trade has been sublet. In the event any portion of the work is performed by Subcontractors under the Contract, the Contractor is to obtain from such Subcontractors their written Warranty, in the form provided by or acceptable to the Owner, covering their respective portions of the work for the periods specified, and the Contractor shall then deliver these to the Owner together with the Contractor's Warranty. The Contractor's and Subcontractor's Warranty shall be enforceable directly by the Owner, if the Owner so elects.
- G. The written Warranty by the Contractor is in addition to any guarantees, bonds, or other stipulations required of Subcontractors under the various trade sections.
- H. Upon final payment, the Contractor shall assign to the Owner all of the Contractor's right, title and interest in and to any warranties issued by any Subcontractors.

END OF SECTION 01700

## SECTION 02231 - TREE PROTECTION AND TRIMMING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the protection and trimming of trees that interfere with, or are affected by, execution of the Work.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary of Work" for limits placed on Contractor's use of the site.
  - 2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary tree protection.

## 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Certification: From a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- D. Maintenance Recommendations: From a qualified arborist for care and protection of trees affected by construction during and after completing the Work.

## 1.4 QUALITY ASSURANCE

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site on a full-time basis during execution of the Work.
- B. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.
- C. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1. Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Engineer, consultants, and other concerned entities. Review tree protection and trimming procedures and responsibilities. Notify participants at least three working days before convening conference. Record discussions and agreements and furnish a copy to each participant.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Orange Snow Fencing: High-density polyethylene fence fabric; 48 inches (1200 mm) high, minimum; posts, 6 feet (1800 mm) in length with 2 feet (610 mm) set into ground and 4 feet (1200 mm) extending above ground. Fencing shall be attached to posts with a minimum of four (4) nylon locking ties evenly spaced at each post.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. The Contractor must protect all trees and shrubs at the construction site from damage in accordance with the provisions of chapter 10-32 of The City of Chicago Municipal Code.
- B. Temporary Fencing: Install temporary fencing around each existing tree to protect existing vegetation from construction damage. The tree protection shall be installed prior to the actual construction start and maintained for the duration of the project.
- C. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials.
- D. Do not store construction materials, debris, or excavated material within the drip line of existing trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.
- E. Do not allow fires under or adjacent to remaining trees or other plants.

### 3.2 TREE PRUNING

- A. Prune existing trees affected by temporary construction.
- B. Prune existing trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 as follows:
  1. Type of Pruning: Crown cleaning.
  2. Type of Pruning: Crown thinning.
  3. Type of Pruning: Crown raising.
  4. Type of Pruning: Crown reduction.
  5. Type of Pruning: Vista pruning.
  6. Type of Pruning: Crown restoration.
- D. Cut branches with sharp pruning instruments; do not break or chop.

- E. Remove pruned braches off site for disposal or recycling.

3.3 TREE REPAIR AND REPLACEMENT

- A. The Contractor must restore all damaged parkways to their original condition and repair or remove and replace any trees and shrubs damaged as a result of construction activity as determined by the Department of Streets and Sanitation, Bureau of Forestry, at the Contractor's expense.
- B. If any trees or shrubs damaged by construction activity must be removed and replaced, and trees or shrubs of comparable size, type, and value are unavailable or the time for planting is unsuitable, the City will charge Contractor their appraised value determined as provided under § 10-32-200 of the Municipal Code, the Contractor must promptly pay the City the amounts determined.
- C. At a minimum, any tree greater than 4" D.B.H. that is permanently damaged due to the construction project shall be replaced with a new tree as identified by the Bureau of Forestry and shall have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground shall be replaced in kind, inch for inch.

END OF SECTION 02231



## SECTION 04901 - CLAY MASONRY RESTORATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Repairing clay masonry, including replacing damaged units.
2. Repointing mortar joints.

- B. Related Sections include the following:

1. Division 4 Section "Stone Restoration and Cleaning."
2. Division 5 Section "Metal Fabrications".
3. Division 7 Section "Joint Sealants" for sealing joints at clay masonry.

- C. Unit Prices: Clay masonry restoration to be provided under unit prices are described in Division 1 Section "Unit Prices."

## 1.3 SUBMITTALS

- A. Product Data: For each product indicated. Include recommendations for application and use. Include test reports and certifications substantiating that products comply with requirements.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Carefully pack, handle, and ship masonry units and accessories strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.
- E. Comply with manufacturer's written instructions for minimum and maximum temperature requirements for storage.

## 1.5 PROJECT CONDITIONS

- A. Do not repoint mortar joints or repair masonry unless air temperature is between and 40 and 80 deg F (4 and 27 deg C) and will remain so for at least 48 hours after completion of Work.
- B. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Immediately remove grout and mortar in contact with exposed masonry and other surfaces.
- C. Protect sills, ledges, and projections from mortar droppings.

## 1.6 SEQUENCING AND SCHEDULING

- A. Order replacement materials at the earliest possible date, to avoid delaying completion of the Work.
- B. Perform masonry restoration work in the following sequence:
  - 1. Repair existing masonry, including replacing existing masonry with new masonry materials.
  - 2. Rake out existing mortar from joints indicated to be repointed.
  - 3. Point existing mortar joints of masonry indicated to be restored.
  - 4. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 5. Clean masonry surfaces.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the following:

## 2.2 MASONRY MATERIALS

- A. Face Brick and Accessories: Provide face brick and accessories, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
  - 1. Provide units with color, surface texture, size, and shape to match existing brick.
- B. Building Brick: Provide building brick complying with ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.

## 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Aggregate for Mortar: ASTM C 144, unless otherwise indicated.
  - 1. For pointing mortar, provide sand with rounded edges.
  - 2. Match size, texture, and gradation of existing mortar as closely as possible.

D. Factory Mixed Mortar: Cement-Based Vapor – Permeable Mortar, Manufactured for Pointing Masonry to Match Existing Mortar color.

E. Water: Potable.

## 2.4 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 1 to 2 hours. Add remaining water in small portions until reaching mortar of the desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

B. Do not use admixtures of any kind in mortar, unless otherwise indicated.

C. Mortar Proportions: Mix mortar materials in the following proportions:

1. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts colored- or natural- mortar aggregate.

2. Rebuilding Mortar: Same as pointing mortar.

## PART 3 - EXECUTION

### 3.1 PREPARATION

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

1. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

2. Erect temporary protection covers over pedestrian walkways and at points of entrance and exit for persons and vehicles that must remain in operation during course of masonry restoration work.

### 3.2 BRICK REMOVAL AND REPLACEMENT

A. Carefully remove by hand, at locations indicated, bricks that are damaged, cracked, spalled, or deteriorated. Cut out full units from joint to joint and in a manner to permit replacement with full-size units without damaging surrounding masonry.

B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

C. Salvage as many whole, undamaged bricks as possible.

- D. Remove mortar, loose particles, and soil from salvaged brick by cleaning with brushes and water. Store brick for reuse.
- E. Clean remaining brick at edges of removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Install new or salvaged brick to replace removed brick. Fit replacement units into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
- G. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet clay bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g per 30 sq. in. per min. (30 g per 194 sq. cm per min.). Use wetting methods that ensure units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing units.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.

### 3.3 REPOINTING MASONRY

#### A. Rake out joints as follows:

- 1. Rake out mortar from joints to depths equal to 2-1/2 times their widths, but not less than 1/2 inch (13 mm) or not less than that required to expose sound, unweathered mortar.
- 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
- 3. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
  - a. Cut out old mortar by hand with a chisel and mallet, unless otherwise indicated.
  - b. Do not use power-operated grinders without Engineer's written approval based on submission by Contractor of a satisfactory quality-control program and demonstrated ability of operators to use tools without damaging masonry. Quality-control program shall include provisions for supervising performance and preventing damage due to worker fatigue.

#### B. Point joints as follows:

- 1. Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.
- 2. Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
- 3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.
- 4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
- 5. Cure mortar by maintaining in a damp condition for at least 72 hours.
- 6. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff-nylon or -fiber brushes and clean water, spray applied at a low pressure.
- B. Do not use metal scrapers or brushes.
- C. Do not use acidic or alkaline cleaners.

END OF SECTION 04901

## SECTION 04902 - STONE RESTORATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Repairing stonework, including replacing damaged units.
2. Repointing mortar joints.

- B. Related Sections include the following:

1. Division 4 Section "Clay Masonry Restoration."
2. Division 7 Section "Joint Sealants" for sealing joints at stone construction.

- C. Unit Prices: Stone restoration to be provided under unit prices are described in Division 1 Section "Unit Prices."

## 1.3 SUBMITTALS

- A. Product Data: For each product indicated. Include recommendations for application and use. Include test reports and certifications substantiating that products comply with requirements.

- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

## 1.4 QUALITY ASSURANCE

- A. Source of Materials: Obtain materials for stone restoration from a single source for each type of material required (stone, cement, sand, etc.) to ensure a match of quality, color, pattern, and texture.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Carefully pack, handle, and ship stone and accessories strapped together in suitable packs or pallets or in crates or heavy-duty containers.

- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with type and name of product and manufacturer.

- C. Store cementitious materials off the ground, under cover, and in a dry location.

- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.
- E. Comply with manufacturer's written instructions for minimum and maximum temperature requirements for storage.

## 1.6 PROJECT CONDITIONS

- A. Do not repoint mortar joints or repair stone unless air temperature is between 40 and 80 deg F (4 and 27 deg C) and will remain so for at least 48 hours after completion of Work.
- B. Prevent grout or mortar used in repointing and repair work from staining face of surrounding stone and other surfaces. Immediately remove grout and mortar in contact with exposed stone and other surfaces.
- C. Protect sills, ledges, and projections from mortar droppings.

## 1.7 SEQUENCING AND SCHEDULING

- A. Order replacement materials at the earliest possible date, to avoid delaying completion of the Work.
- B. Perform stone restoration work in the following sequence:
  - 1. Repair existing stonework, including replacing existing stone with new stone materials.
  - 2. Rake out existing mortar from joints indicated to be repointed.
  - 3. Point existing mortar joints of stone indicated to be restored.
  - 4. Inspect for open mortar joints and repair to prevent the intrusion of water and other cleaning materials into the wall.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Stone-to-Stone Adhesive:
    - a. A-199-T/B-439-T; Bonstone Materials Corp.
    - b. Akemi; Wood and Stone Co.

### 2.2 STONE MATERIALS

- A. Stone: Provide natural building stone of variety, color, finish, size, and shape to match existing stone.

### 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II.
- B. Hydrated Lime: ASTM C 207, Type S.

- C. Aggregate for Mortar: ASTM C 144, unless otherwise indicated.
  - 1. For pointing mortar, provide sand with rounded edges.
  - 2. Match size, texture, and gradation of existing mortar as closely as possible.
- D. Factory-Mixed Patching Mortar: Cement-based vapor-permeable mortar, custom-manufactured for patching stone and formulated to match stone in color and texture.
- E. Water: Potable.

## 2.4 CLEANING MATERIALS

- A. Water for Cleaning: Potable.

## 2.5 MISCELLANEOUS MATERIALS

- A. Stone Anchors: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and dowels from Type 304 stainless steel.

## 2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 1 to 2 hours. Add remaining water in small portions until reaching mortar of the desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
- B. Do not use admixtures of any kind in mortar, unless otherwise indicated.
- C. Mortar Proportions: Mix mortar materials in the following proportions:
  - 1. Pointing Mortar for Stone: 1 part white portland cement, 2 parts lime, and 6 parts colored- or natural-mortar aggregate.
  - 2. Rebuilding Mortar: 1 part white portland cement, 1 part lime, and 6 parts colored- or natural-mortar aggregate.
  - 3. Patching Mortar for Stone: Provide mix composed of white and gray cement combined with lime and selected aggregates to produce a color matching the color of existing stone. Proportion mix with 2 parts cement, 2 parts lime, and 6 parts aggregate.

## PART 3 - EXECUTION

### 3.1 PREPARATION

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



1. Do not clean stone during winds.
2. Erect temporary protection covers over pedestrian walkways and at points of entrance and exit for persons and vehicles that must remain in operation during course of stone restoration work.

### 3.2 STONE REMOVAL AND REPLACEMENT

- A. Carefully remove by hand, at locations indicated, stone that has deteriorated, shifted, or is damaged beyond repair.
- B. Support and protect remaining stonework that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Remove mortar, loose particles, and soil from salvaged stone and stone surrounding removed units to prepare for resetting.
- D. Replace removed stone with salvaged stone, where possible, or with new stone matching existing stone, including size. Butter vertical joints for full width before setting and set units in full bed of mortar, unless otherwise indicated.
  1. Tool joints after setting to match joints of surrounding stone.
  2. Rake out mortar used for laying stone before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing stone.

### 3.3 STONE REPAIR

- A. Carefully remove loose stone fragments in areas to be repaired. Reuse only pieces of spalled stone that are in sound condition.
- B. Remove soil, loose stone particles, mortar, and other debris or foreign material from the surfaces to be bonded on both the fragment and the building stone from which fragment was removed by cleaning with a stiff-fiber brush.
- C. Apply adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surface of building stone with stone-to-stone adhesive, completely filling all voids and covering all surfaces. Fit stone fragments onto building stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured.
- D. Clean residual adhesive from edges. Wet stone, fill chipped areas, and drill holes with patching mortar. Avoid featheredging. Finish patched areas to match texture of and be level with adjacent stone surfaces. Keep patching mortar damp for 72 hours.

### 3.4 REPOINTING STONEMWORK

- A. Rake out joints as follows:
  1. Rake out mortar from joints to depths equal to 2-1/2 times their widths, but not less than 1/2 inch (13 mm) or not less than that required to expose sound, unweathered mortar.
  2. Remove mortar from stonework surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  3. Do not spall edges of stone units or widen joints. Replace damaged stone units.

- a. Cut out old mortar by hand with a chisel and mallet, unless otherwise indicated.
- b. Do not use power-operated grinders without Architect's written approval based on submission by Contractor of a satisfactory quality-control program and demonstrated ability of operators to use tools without damaging stone. Quality-control program shall include provisions for supervising performance and preventing damage due to worker fatigue.

B. Point joints as follows:

1. Rinse stonework-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.
2. Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed stone surfaces or to featheredge mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in a damp condition for at least 72 hours.

3.5 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stonework surfaces of excess mortar and foreign matter; use stiff-nylon or -fiber brushes and clean water, spray applied at a low pressure.
- B. Do not use metal scrapers or brushes.
- C. Do not use acidic or alkaline cleaners.

END OF SECTION 04902

## SECTION 05500 - METAL FABRICATIONS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Products furnished, but not installed, under this Section include the following:
  - 1. Loose steel lintels.

## 1.3 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1, "Structural Welding Code--Steel."

## 1.4 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

## 2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

## 2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

## 2.3 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  2. Available Products:
    - a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
    - b. Carboline Company; Carbozinc 621.
    - c. ICI Devoe Coatings; Catha-Coat 313.
    - d. International Coatings Limited; Interzinc 315 Epoxy Zinc-Rich Primer.
    - e. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
    - f. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
    - g. Tnemec Company, Inc.; Tneme-Zinc 90-97.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.4 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches (200 mm), unless otherwise indicated.
- C. Galvanize loose steel lintels located in exterior walls.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

3.2 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 05500

## SECTION 07920 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
  - 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
    - a. Perimeter joints frames of doors and windows.

## 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

## 1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- G. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Warranties: Special warranties specified in this Section.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
1. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  2. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  3. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints as directed by Mr. Ron Gan.
  2. Conduct field tests for each application indicated below:
    - a. Each type of elastomeric sealant and joint substrate indicated.
  3. Notify Mr. Ron Gan seven days in advance of dates and times when test joints will be erected.
  4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
  - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

## 1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. When warranties are required, verify with Owner's counsel that special warranties stated in this Article are not less than remedies available to Owner under prevailing local laws. Coordinate with Division 1 Section "Product Requirements."
- C. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- D. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.



- E. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range for this characteristic.

### 2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

### 2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
1. Type C: Closed-cell material with a surface skin.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Masonry.
  - 3. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Test Method: Test joint sealants by hand-pull method described below:
    - a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 2-inch (50-mm) piece.
    - b. Use fingers to grasp 2-inch (50-mm) piece of sealant between cross-cut end and 1-inch (25-mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
    - c. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

2. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
  3. Inspect tested joints and report on the following:
    - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
    - b. Whether sealants filled joint cavities and are free of voids.
    - c. Whether sealant dimensions and configurations comply with specified requirements.
  4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
  5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

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

### 3.6 PROTECTION

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

### 3.7 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Low-Modulus Nonacid-Curing Silicone Sealant [ES-#]: Where joint sealants of this type are indicated, provide products complying with the following:
  1. Products: Available products include the following:
    - a. 790; Dow Corning.
    - b. Silpruf; GE Silicones.

## c. Spectrem 1; Tremco.

2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 100.
4. Additional Movement Capability: 100 percent movement in extension and 50 percent movement in compression for a total of 100 percent movement.
5. Use Related to Exposure: NT (nontraffic).
6. Use Related to Joint Substrates: M and A as applicable to joint substrates indicated, O.
  - a. Use O Joint Substrates: Brick and limestone.
7. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
8. Applications: Aluminum-Mortar, Aluminum-Brick, Aluminum-Limestone.

END OF SECTION 07920

*Standard Form of Agreement Between Owner and Contractor*  
*where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 5 day of November in the year of 2003  
(In words, indicate day, month and year)

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

VanGuard Lofts  
Condominium Association  
1250 W. Van Buren  
Chicago, Illinois

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

The Project is:  
(Name and location)

Facade Repairs  
1250 W. Van Buren  
Chicago, Illinois

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

Larson Engineering of Illinois  
1488 Bond Street, Suite 100  
Naperville, Illinois 60563

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

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

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#### ARTICLE 4 CONTRACT SUM

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

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

4.3 Unit prices, if any, are as follows:

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that an Application for Payment is received by the Engineer/Architect not later than the day of a month, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Engineer/Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

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



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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Engineer/Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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

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

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

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

## 5.2 FINAL PAYMENT

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

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer/Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's/Architect's final Certificate for Payment, or as follows:

#### ARTICLE 6 TERMINATION OR SUSPENSION

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

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

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

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

Mr. Mike Rutkowski  
VanGuard Lofts Condominium Association  
1250 W. Van Buren  
Chicago, Illinois

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

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

7.6 Other provisions:

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 7, 2003, and are as follows:

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

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

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

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

8.1.6 The Addenda, if any, are as follows:

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

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

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

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

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

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



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

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

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## ARTICLE 1 GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

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

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#### 1.1.2 THE CONTRACT

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

#### 1.1.3 THE WORK

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

#### 1.1.4 THE PROJECT

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

#### 1.1.5 THE DRAWINGS

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

#### 1.1.6 THE SPECIFICATIONS



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

### 1.1.7 THE PROJECT MANUAL

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

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

## 1.3 CAPITALIZATION

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

## 1.4 INTERPRETATION

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

## 1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of

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## ARTICLE 2 OWNER

### 2.1 GENERAL

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

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

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be



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furnished by the Owner after receipt from the Contractor of a written request for such information or services.

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

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

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

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

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

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## ARTICLE 3 CONTRACTOR

### 3.1 GENERAL

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

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

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

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

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



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shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

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

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### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

### 3.4 LABOR AND MATERIALS

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

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



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

### 3.5 WARRANTY

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

### 3.6 TAXES

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

### 3.7 PERMITS, FEES AND NOTICES

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

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

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

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

### 3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

### 3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

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

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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



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

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### 3.13 USE OF SITE

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

### 3.14 CUTTING AND PATCHING

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

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

### 3.15 CLEANING UP

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

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

### 3.16 ACCESS TO WORK

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

### 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### 3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

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attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

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

## ARTICLE 4 ADMINISTRATION OF THE CONTRACT

### 4.1 ARCHITECT

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

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

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

### 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

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

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor,

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

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

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

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

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

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

### 4.3 CLAIMS AND DISPUTES

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

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

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

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

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before



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proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

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

#### 4.3.7 Claims for Additional Time

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

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

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

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

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

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

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

#### 4.4 RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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

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

#### 4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.



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4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

#### 4.6 ARBITRATION

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### 5.1 DEFINITIONS

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

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

### 5.3 SUBCONTRACTUAL RELATIONS

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

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the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

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

### 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 GENERAL

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

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

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

### 7.2 CHANGE ORDERS

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

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

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.3 the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

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

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

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

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

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

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

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

#### 7.4 MINOR CHANGES IN THE WORK

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

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### ARTICLE 8 TIME

#### 8.1 DEFINITIONS

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

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

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

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

#### 8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.



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

### 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.1 CONTRACT SUM

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

### 9.2 SCHEDULE OF VALUES

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

### 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

#### 9.4 CERTIFICATES FOR PAYMENT

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

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

#### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

9.6 PROGRESS PAYMENTS

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

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

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

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop

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the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

## 9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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- .2 failure of the Work to comply with the requirements of the Contract Documents;  
or
- .3 terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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.

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10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

### 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

### 10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.



## ARTICLE 11 INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

## 11.2 OWNER'S LIABILITY INSURANCE

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

## 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.1.1.5.



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

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

#### 11.4 PROPERTY INSURANCE

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

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

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

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

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

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



11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the

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Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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

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

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

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

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

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

11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The



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

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

#### 11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

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### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### 12.1 UNCOVERING OF WORK

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

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

#### 12.2 CORRECTION OF WORK

##### 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### 12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall



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correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

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

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

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

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

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

### 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### 13.1 GOVERNING LAW

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

### 13.2 SUCCESSORS AND ASSIGNS

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

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender

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shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### 13.3 WRITTEN NOTICE

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

### 13.4 RIGHTS AND REMEDIES

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

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

### 13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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

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

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

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

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

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### 13.6 INTEREST

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

### 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

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

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## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### 14.1 TERMINATION BY THE CONTRACTOR

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

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

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



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14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

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

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

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

## 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

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**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**  
14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

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

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

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**RIDER TO AGREEMENT BETWEEN  
VANGUARD LOFTS CONDOMINIUM ASSOCIATION ("OWNER")  
AND  
\_\_\_\_\_ ("CONTRACTOR")**

This Rider to the Standard Form of Agreement Between Owner and Contractor (AIA Form A101-1997) (hereinafter "the Contract") concerning the Façade Repair and Restoration Project at the Vanguard Lofts Condominium, 1250 W. Van Buren, Chicago, IL, is entered by and between Vanguard Lofts Condominium Association (hereinafter "the Owner") and \_\_\_\_\_ ("the Contractor") as of this \_\_\_\_ day of \_\_\_\_\_, 2004.

1. This Rider modifies and amends the Contract. The Contract and the Rider are hereinafter collectively referred to as "the Contract."
2. In the event of any inconsistency or conflict between any provision or term of the Contract and any provision or term of this Rider, the provision or term of this Rider shall control.

The Contract shall be amended and modified as follows:

3. On the first page, before the words "The Owner and Contractor agree as follows:", insert the following:  
  
"The Consultant is:  
Chicago Critical Inspections  
c/o Ronald L. Gan  
4646 N. Hermitage  
Chicago, IL 60640"
4. The General Conditions of the Contract of Construction (AIA Document A201-1997) shall be amended and modified as follows:
  - a. **Section 1.6.1:** At the end of the third sentence (in line 8) ending, "all common law, statutory and other reserved rights, in addition to the copyrights", insert the words: "and subject to the rights of the Owner in and to the Drawings, Specifications and other documents."
  - b. **Section 2.1.2:** Delete this section in its entirety.
  - c. **Section 2.2.1:** Delete this section in its entirety.
  - d. **Section 2.2.2:** Delete this section in its entirety.
  - e. **Section 2.2.3:** Delete this section in its entirety.

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Add the following as Article 3.5:

### **ARTICLE 3.5 OWNER'S CONSULTANT**

**3.5.1** The Owner has engaged the services of the Consultant to assist the Owner and to facilitate the completion of the Project in a proper, efficient and timely manner.

**3.5.2** When it is necessary for the Contractor to transmit documents or to communicate with the Owner or the Engineer concerning the Work, the Contractor should transmit the documents or communicate with the Consultant. The Consultant will facilitate the transmittal of any documents and any oral or written communications between the Contractor and the Owner or Engineer, as the case may be.

**3.5.3** The Consultant will coordinate all inspections of the Work by the Engineer, including the final inspection, and will be primarily responsible for the communication of the results of any inspection to the Contractor.

**3.5.4** Notwithstanding Section 4.4 hereof, the parties shall submit to the Consultant any claims for referral to the Engineer for decision. The Consultant will transmit the same to the Engineer for decision.

**3.5.5** Notwithstanding Article 7 hereof, the Contractor shall submit all requests for Changes in the Work, including minor changes, to the Consultant. The Consultant will facilitate among the Owner, Contractor and Engineer any documentation concerning Changes in the Work if any Change in Work is warranted.

**3.5.6** The Consultant shall have no authority to authorize or approve any Changes in the Work, including minor changes, on behalf of the Owner. All such Changes in the Work shall be in strict accordance with Article 7 hereof.

**3.5.7** Notwithstanding Article 9 hereof, the Contractor shall submit Applications for Payment to the Consultant who will review the Application for Payment and transmit the same to the Engineer for review in accordance with Article 9.

g. **Section 4.1.1:** Delete this section and replace with the following:

“Whenever in the Contract Documents, the word “Architect” is used, said term shall mean and refer to the Engineer. The Engineer is the person lawfully licensed to practice engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term “Engineer” means the Engineer or the Engineer’s authorized representative.”



- h. **Section 4.1.3:** In the second line, delete the words “against whom the Contractor has no reasonable objection”.
- i. **Section 4.2.1:** In the first sentence (line 3 of this section), delete the words “one-year” and insert the words “two-year”.
- j. **Section 4.3.2:**
  - i. In the first sentence (line 1 of this section), delete the number “21” and insert the number “30”.
  - ii. In the first sentence (line 2 of this section), delete the number “21” and insert the number “30”.
- k. **Section 4.3.4:**
  - i. In the first sentence (line 7 of this section), delete the number “21” and insert the number “30”.
  - ii. In the fourth sentence (line 14 of this section), delete the number “21” and insert the number “30”.
- l. **Section 4.3.8:** In the first sentence (line 4 of this section), delete the number “21” and insert the number “30”.
- m. **Section 4.3.10:**
  - i. In the first sentence (line 1 of this section), delete the words “and Owner”.
  - ii. In the first sentence (line 2 of this section), delete the words “each other” and insert the word “Owner”.
  - iii. In the second sentence (line 2 of this section), delete the word “mutual”.
  - iv. In the third sentence (line 10 of this section), delete the word “mutual”.
  - v. Delete subsection 4.3.10.1 in its entirety.
  - vi. the second sentence (lines 11 and 12 of this section, delete the words “either party’s” and insert the word “Owner’s”.
- n. **Section 4.4.3:** At the end of this section, insert the following section: “The Owner may, in its sole discretion, refuse to authorize the retention of such person’s by the Architect.”

**Section 4.4.5:**

- i. In the second sentence (in lines 3-4), delete the words: "final and binding on the parties but".
- ii. In the second sentence (in 4), after the word: "arbitration", insert "if agreed by the parties)."

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p.

**Section 4.4.6:** Delete the first sentence of this section in its entirety and insert the following sentence: "Upon the written decision of the Engineer, either party may, within thirty (30) days following receipt of the written decision of the Engineer, file a written request for mediation in accordance with Section 4.5 hereof. In the event that neither party files a request for mediation within thirty (30) days following receipt of the written decision of the Engineer, the decision of the Engineer shall become final and binding upon the Owner and the Contractor. The written decision of the Engineer may be utilized by either party in any mediation.

q.

**Section 4.5.2:**

- i. At the end of the first sentence (line 3 of this section), insert the words "or in accordance with such other mediation rules and/or procedures to which the parties agree."
- ii. At the end of the second sentence, (line 4 of this section), insert the following or with such other Alternate Dispute Resolution firm (e.g., JAMS/Endispute) located in the Chicago area. The parties may also agree in writing to submit their claim to mediation by a specifically designated third party."

r.

**Section 4.6:** Delete this section in its entirety, including all subsections, and insert the following: "Upon conclusion of any mediation and only upon written agreement, the parties may, but are not required to, submit any dispute to arbitration."

s.

**Section 4.7:** Insert the following as Section 4.7:

**"4.7 Legal Proceedings**

**4.7.1** As a condition precedent to the initiation of legal proceedings in a court of competent jurisdiction, the parties must first attempt to resolve their differences in accordance with the procedures set forth in Sections 4.4 and 4.5 hereof.

4.7.2 The prevailing party in any such legal proceedings shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs and expenses. Said reasonable attorneys' fees and expenses shall also include any reasonable attorneys' fees and expenses incurred prior to the initiation of legal proceedings so long as the same reasonably relates to the subject matter of the legal proceedings."

t. **Section 7.5:** Add the following as Section 7.5:

**"7.5. Work Performed Without a Written Change Order or Written Construction Change Directive**

7.5.1 In the event that the Contractor proceeds with any Change in the Work that results in an increase in the Contract Sum without the first obtaining a written Change Order or without prior issuance of a written Construction Change Directive, the Contractor shall not be entitled to an increase in the Contract Sum or the Contract Time.

7.5.2 The issuance of a written Change Order or a written Construction Change Directive is a condition precedent to the Contractor's entitlement to an increase in the Contract Sum or the Contract Time.

7.5.3 Any verbal direction or verbal authorization given to the Contractor by the Engineer or the Owner or any direction or authorization that is not in strict compliance with this Article 7 shall be null and void."

- u. **Section 9.9:** Delete this section in its entirety, including all subsections.
- v. **Section 9.10.4:** Delete this section in its entirety.
- w. **Section 9.10.5:** In the first sentence (in lines 2 and 3), delete the words "except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment."
- x. **Section 10.3.3:** Delete this section in its entirety.
- y. **Section 10.5:** Delete this section in its entirety.
- z. **Section 11.4.1:** In the first sentence (line 1 of this section), delete the word "shall" and insert the word "may, but is not required to,".
- aa. **Section 11.4.1.1:** In the first sentence (line 1 of this section), after the words "Property insurance", insert ",if purchased,".
- bb. **Section 11.4.1.2:** Delete this section in its entirety.

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- cc. **Section 11.4.1.4:** In the first sentence (line 1 of this section), after the words “property insurance”, insert “,if purchased,”.
- dd. **Section 11.4.1.5:** Delete this section in its entirety.
- ee. **Section 11.4.2:** Delete this section in its entirety.
- ff. **Section 11.4.3:** Delete in its entirety the second sentence of this section.
- gg. **Section 11.4.5:** Delete this section in its entirety.
- hh. **Section 11.4.6:** Delete this section in its entirety.
- ii. **Section 11.4.7:** Delete this section in its entirety.
- jj. **Section 11.4.8:** Delete this section in its entirety.
- kk. **Section 11.4.9:** Delete this section in its entirety.
- ll. **Section 11.4.10:** Delete this section in its entirety.
- mm. **Section 12.2.2.1:**
  - i. In the first sentence (line 1 of this section), delete the word “one” and insert the word “two.”
  - ii. In the third sentence (line 8 of this section), delete the word “one” and insert the word “two.”
- nn. **Section 12.2.2.2:** In the first sentence (line 1 of this section), delete the word “one” and insert the word “two”.
- oo. **Section 12.2.2.3:** In the first sentence (line 1 of this section), delete the word “one” and insert the word “two”.
- pp. **Section 12.2.5:** In the second sentence (line 3 of this section), delete the word “one” and insert the word “two”.
- qq. **Section 13.1:** Delete this section, including subsection and replace with the following:  
  
“13.1 Governing Law and Venue

13.1.1 The Contract shall be governed by the laws of the State of Illinois. Any mediation, arbitration proceedings (if any) or lawsuit brought hereunder shall be brought in the Circuit Court of Cook County, Illinois, and in no other place.”

rr. **Section 13.6:** Delete this section in its entirety.

5. Insert the following as Article 15:

**“Article 15 ADDITIONAL PROVISIONS**

**15.1 Drugs and Alcohol**

15.1.1 The Contractor, any Subcontractor or Sub-subcontractor shall permit any person employ or use the services of any person to perform any portion of the Work if that person is under the influence of alcohol, illegal or unlawful drugs. This a “zero tolerance” requirement.

15.1.2 The Contractor, any Subcontractor or Sub-subcontractor shall permit any person employ or use the services of any person to perform any portion of the Work if that person is under any prescription or non-prescription drugs or medication that affects the employee or persons to safely and competently perform the work. As used herein, such drugs or medication include but are not limited to those drugs and medication that cause drowsiness, that induce sleep or that affect motor functions or perception.

15.1.3 The use or consumption of alcohol and illegal or unlawful drugs at the Project by any person employed by the Contractor, any Subcontractor or Sub-subcontractor is prohibited.

15.1.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, the Owner’s representative

**15.2 Miscellaneous Provisions**

15.2.1 **Severability.** In the event that any provision or term of the Contract is held or determined to be invalid or unenforceable under applicable law, the invalidity or unenforceability of that term or provision shall not affect, modify or impair any other term or provision of the Contract.

15.2.2 **Counterparts.** The Contract may be executed in counterparts.