

ADDENDUM

DATE: 23 October 2020

PROJECT: **Richfield Deseret Industries Addition
LDS #527-5822-WEC18503**

TO: Bidders, Plan Holders

COPIES: Sam Knecht, Project Manager
Scott Anderson, Facility Manager
1620-06.2

SUBJECT: **Addendum #1**

ARCHITECT: P.C. Architects, Inc.
P.O. Box 217
St. George, UT 84771
435.673.6579
pcarch@pcarchinc.com

BID OPENING: **Thursday, 29 October 2020
2:00 p.m. MDT
Via Email to: Samuel.knecht@churchofjesuschrist.org**

This Addendum is issued for all companies and persons preparing bids for the above referenced project. This Addendum includes:

- 1) This Cover Sheet
- 2) 2 Pages of Amendments
- 3) 27 Pages of Agreement, General and Supplementary Conditions
- 4) 7 Pages Specifications
- 5) 3 Pages of Drawing Sheets

The amendments and items of this Addendum shall be subjected to the general quality and intent specified and shown in the Bid Documents for this project. These amendments shall be attached to and become a part of the Contract Documents. All changes, corrections, deletions and/or additions to the initial Bid Documents enumerated herein shall be included in the Bidder's Proposal. In case of conflict between the original Bid Documents and this Addendum the items in this Addendum shall govern.

Indication of receiving this Addendum **must** be made in the appropriate space on the Bid Form. Failure to indicate receiving this Addendum or indication of receiving the wrong number of Addenda will cause the Bid to be returned to the Bidder unread.

**Richfield Deseret Industries Addition
LDS #527-5822- WEC18503**

AMENDMENTS OF ADDENDUM #1

Item #01 Reference: Bid Date, Bid Form, and Method of Bidding.

- A. The Bid Date is as listed on the first page of this Addendum.
- B. The Bid Form sent with the Pre-Bid Meeting Minutes shall be the one used for this project. Complete all requested information on the form and acknowledge each addendum number.
- C. Bids are to be emailed as listed on the first page of this Addendum, including Bid Form and Bid Bond.

Item #02 Reference: Agreement, General Conditions, and Supplementary Conditions

- A. The following documents will be omitted from the Project Manual that was released for bidding:
 - Agreement...for a Fixed Sum (U.S.) 190620,
 - General Conditions 180627, and
 - Supplementary Conditions 190715.
- B. The documents below and attached to this Addendum shall be added to the Project Manual and shall be those to govern this project, including:
 - SPD Agreement and General Conditions (Special Project Major Fixed Sum / Bonds U.S.) (Rev. 2), and
 - Supplementary Conditions (Special Project Major Fixed Sum / Bonds U.S.) (Rev. 1)

Item #03 Reference: General Conditions Section 3.6 Permits and Fees

- A. The cost of building permit and other permits and services required for the construction of this project shall be included in the Contractor's Bid.
- B. Changes in permit amounts shall be processed by change order at the exact dollar amount with no administrative fees or profit and overhead.
- C. Permit amounts to be included in Contractor's Bid:
 - 1) Plan Review \$2,000.00
 - 2) Permit \$6,000.00
 - 3) City Inspections \$8,000.00

Item #04 Reference: Specification Section 03 4800 Precast Concrete Specialties

- A. Use this specification for precast window sills indicated on Construction Drawings.

Item #05 Reference: Specification Section 10 2616 Bumper Guards

- A. Use this specification for bumper guards, crash rails, or cart protection as indicated in Construction Drawings.

Item #06 Reference: Specification Section 22 1400 Facility Storm Drainage

- A. Use this specification for roof drains and piping as indicated in Construction Drawings.

Item #07 Reference: Drawing Sheet SD201 Site Grading Plan

- A. Asphalt grade located west of the sewer connection labelled as 99.05 shall change to be 00.07.

Item #08 Reference: Drawing Sheet A121 Roof Plan

- A. The two roof drains on the north end of the addition will have 3" piping extending over to and down the east exterior wall and discharged to the east.
- B. Overflow scuppers will remain as shown on plans.
- C. This also will apply to details and building elevations on Sheets A201 and A301.

Item #09 Reference: Drawing Sheet A201 Exterior Elevations

- A. Detail of covered entry between Elevations 1 and 2 reconciled.
- B. Scuppers and roof drain spouts revised.

Item #10 Reference: Drawing Sheet A301 Building and Wall Sections

- A. Framed walls and joist bearing height will be 11'-8".
- B. Scuppers are adjusted up one course.

Item #11 Reference: S002 General Structural Notes

- A. Note 4.1 for grouting shall be revised. In addition to grouting of reinforced masonry cells:
 - 1) All unreinforced cells shall be grouted up to 8'-0" height.
 - 2) Top course of all CMU walls shall have (2) #2 bars, and top two courses shall be fully grouted.

Item #12 Reference: Drawing Sheet M-101 Mechanical Floor Plan

- A. If necessary to avoid conflict with return ducts, the trunk line generally running above Hall 110 may be adjusted to be over Break Room 107 and Training 106. See attached markup.

END OF ADDENDUM #1

AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Special Project Major Fixed Sum / Bonds U.S.)

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Owner") and **Enter Contractor Name** ("Contractor") hereby enter into this Agreement Between Owner and Contractor ("Agreement") and agree as follows:

1. **Project.**

Project Name: **Enter Project Name** ("Project")

Project Address: **Enter Project Address** ("Project Site")

Project Number: **Enter Project Number**

Project Type: **Choose from dropdown menu**

2. **Scope of the Work.** Contractor will furnish all labor, materials, equipment, construction, and services necessary to complete the Work in accordance with the Contract Documents.

3. **Contract Documents.**

a. The Contract Documents consist of:

- 1) This Agreement;
- 2) The General Conditions (Special Project Major Fixed Sum / Bonds U.S.) ("General Conditions") contained in the Project Manual titled: **Enter Project Manual Name** and dated **Enter Date** prepared by **Enter Firm Name** ("Architect");
- 3) The Supplementary Conditions (Special Project Major Fixed Sum / Bonds U.S.) attached to this Agreement;
- 4) The Specifications contained in the above-referenced Project Manual;
- 5) The Drawings prepared by Architect entitled **Enter Project Drawings Name**, sheet numbers **Enter Number** dated **Enter Date**;
- 6) Addendum No. **Enter Number** dated **Enter Date**; and **List all addenda individually**
- 7) All Modifications to the Contract Documents.

b. The Contract Documents are incorporated into this Agreement by reference as if fully set forth herein.

c. The definitions set forth in the General Conditions will apply to the Contract Documents.

d. The Contract Documents contain the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

e. Modifications or other amendments to the Contract Documents must be in writing and as provided in the General Conditions.

4. **Time of Commencement and Substantial Completion.**

a. Contractor will commence the Work on the date for commencement set forth in the Written Notice to proceed from Owner to Contractor.

b. Contractor will achieve Substantial Completion and have the Work ready for Owner's inspection no later than **Enter No. of Days** days from the date of commencement set forth in the Written Notice to proceed from Owner to Contractor, as adjusted in accordance with the Contract Documents.

c. Time is of the essence of the Contract Documents.

5. **Contract Sum.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the Contract Sum in the amount of **Enter Written Amount** dollars (\$ **Enter Number**), as adjusted in accordance with the Contract Documents.

6. **Independent Contractor Relationship.** Contractor is an independent contractor and is not the agent or employee of Owner.

7. **Assignment.** Contractor will not assign any right or obligation hereunder without the prior written consent of Owner, which consent may be granted or withheld in Owner's absolute discretion. Contractor will not assign moneys due or to become due to Contractor hereunder, nor will Contractor pledge the credit of Owner or bind Owner to any third party.
8. **Ownership and Confidentiality.** Owner will retain ownership and intellectual property rights in all materials provided by Owner to Contractor and to all work products of Contractor for services performed under this Agreement, such products and services of Contractor constituting works made for hire. Contractor will not reuse any portion of the materials provided by Owner or work products developed by Contractor for Owner pursuant to this Agreement or disclose any such materials to any third party without the prior written consent of Owner. Owner may withhold its consent in its absolute discretion.
9. **Work Restrictions.** Contractor will ensure that it and its agents, employees and sub-contractors:
- Do not use or consume alcohol or cannabis, or illegally use drugs, upon the Project Site or enter upon or perform any Work on the Project Site while under their influence.
 - Do not smoke or vape anything on the Project Site. Do not use tobacco in any form on the Project Site.
 - Do not perform Work on the Project Site on Sundays except for emergency work.
 - Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing Work under this Agreement.
 - Do not view or allow pornographic or other indecent materials on the Project Site.
 - Do not play obnoxious and/or loud music on the Project Site. Do not play any music within existing facilities.
 - Refrain from wearing immodest, offensive, or obnoxious clothing while on the Project Site.
 - Do not bring weapons on the Project Site, except those carried by law enforcement officers and/or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.
 - Display on their persons at all times while on the Project Site visible identification of their association with Contractor or subcontractor (i.e., via uniform and/or identification card or badge).
 - Do not access any interior portion of any building on the Project Site unless accompanied by Owner.
10. **Notice.** The parties hereby designate the following mailing addresses, facsimile numbers and email addresses to be used for sending Written Notice to the other party:

To Owner:

Attention: **Enter Name**, Project Manager
 50 East North Temple Street, COB 1000
 Salt Lake City, Utah 84150-0010
 Phone: **Enter Phone Number**
Enter email Address

To Contractor:

Attention: **Enter Name**, Project Manager
Enter Address
Enter City, State, Zip
 Phone: **Enter Phone Number**
Enter email Address

11. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

Owner: The Church of Jesus Christ of Latter-day Saints , a Utah corporation sole	Contractor: Contractor Company Name
By: Authorized Representative	By: Authorized Representative
Name: Enter Name	Name: Enter Name
Title: Enter Title	Title: Enter Title
Date:	Date:
	Fed. I.D. : Contractor Federal I.D. Number Contractor License No.: Contractor License Number

GENERAL CONDITIONS

(Special Project Major Fixed Sum / Bonds U.S.)

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SECTION 1 - GENERAL PROVISIONS

1.1. DEFINITIONS

- A. Adverse Weather: weather conditions that are seasonably abnormal and could not reasonably have been anticipated.
- B. Agreement: the Agreement Between Owner and Contractor (Special Project Major Fixed Sum / Bonds—U.S.) executed by Owner and Contractor for performance of the Work.
- C. Allowance: the items identified as such in the Schedule of Values.
- D. Architect: the entity identified as such in the Agreement.
- E. Change In The Work: a modification to the requirements of the Contract Documents or a delay in Substantial Completion resulting from an instruction from Owner or Architect to Contractor or from another event or circumstance.
- F. Change Order: a written instrument signed by Owner, Contractor, and Architect stating their agreement upon the following: (1) the occurrence of a Change in the Work; (2) the amount of the adjustment, if any, in the Contract Sum as a result of the Change in the Work; and (3) the extent of the adjustment, if any, in the Contract Time as a result of the Change in the Work.
- G. Construction Change Directive: a written order signed by Architect and Owner which: (1) orders a Change in the Work if the terms of a Change Order cannot be agreed upon prior to performance of a Change in the Work described in Section 7.1 or after occurrence of an event or circumstance described in Section 7.2; and (2) states a proposed basis for adjustment, if any, in the Contract Sum, the Contract Time, or both, resulting from the Change in the Work.
- H. Contract Documents: the documents identified as such in the Agreement.
- I. Contract Sum: the total amount set forth in the Agreement payable by Owner to Contractor for performance of the Work.
- J. Contract Time: the period of time set forth in the Agreement for the Substantial Completion of the Work.
- K. Contractor: the entity identified as such in the Agreement.
- L. Contractor's Direct Costs: actual costs incurred by the Contractor for labor, materials, equipment, insurance, bonds, Subcontractors and on-site supervision resulting from a Change in the Work. They do not include labor costs for project managers or other off-site administration.
- M. Day: calendar day unless otherwise specifically defined.
- N. Defects or Defective Work: Work that does not conform to the Contract Documents or does not meet requirements of any inspection, standard, code, test or approval referred to in the Contract Documents, or which has been damaged.

- O. Drawings: the documents identified as such in the Agreement.
- P. Field Change: a written order prepared by Architect and acknowledged by Contractor for a minor Change in the Work consistent with the general intent of the Contract Documents, resulting in no time extension and additional Cost of the Work in the amount of \$1,000 or less, and which is necessary to avoid delaying the Work.
- Q. Modification: a written amendment to the Contract Documents in the form of a:
1. Change Order;
 2. Construction Change Directive; or
 3. Field Change.
- R. Owner: the entity identified as such in the Agreement.
- S. Project: the total construction designed by Architect of which the Work performed under the Contract Documents may be the whole or a part.
- T. Product Data: illustrations, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate details regarding materials or equipment to be used in the Work, or the manner of installation, operation, or maintenance of such materials or equipment.
- U. Project Manual: the document identified as such in the Agreement.
- V. Project Site: the site identified as the "Project Site" in the Agreement.
- W. Samples and Mock-ups: physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- X. Schedule of Values: a schedule which allocates the Contract Sum amongst the various portions of the Work.
- Y. Shop Drawings: drawings, diagrams, illustrations, schedules, performance charts, fabrication and installation drawings, setting diagrams, patterns, templates, and other data which illustrate some portion of the Work and confirm dimensions and conformance to the Contract Documents specially prepared by Contractor or any Subcontractor, manufacturer, supplier, or distributor.
- Z. Specifications: the documents identified as such in the Agreement.
- AA. Subcontractor: any entity supplying labor, materials, equipment, construction or services for the Work under separate contract with Contractor or any other Subcontractor.
- BB. Subcontractor's Direct Costs: actual costs incurred by a Subcontractor for labor, materials, equipment, insurance, bonds, lower-tier Subcontractors and supervision resulting from a Change in the Work.
- CC. Submittals: Shop Drawings, Product Data, Samples and Mock-ups and any other documents or items furnished by Contractor or its Subcontractors to Owner or Architect to demonstrate how any portion of the Work will be accomplished or the type of materials or products that will be used in such Work.
- DD. Substantial Completion: completion of the Work to a point where Owner can occupy and use the Work for its intended purposes, as evidenced by a temporary or permanent certificate of occupancy issued by the governmental entity issuing the building permit for the Project and the Architect's certification that Contractor has achieved Substantial Completion of the Work.. The date of Substantial Completion is the date certified as such by Architect and accepted by Owner in accordance with the Contract Documents.
- EE. Unforeseen Subsurface Condition: a subsurface condition which neither Contractor nor its Subcontractors were aware of at the time the Agreement was executed and which would not likely have been discovered through a reasonable inspection of the Project Site, or through digging of test holes or other investigation Contractor might reasonably have been expected to conduct, which is materially different from the conditions represented in the Contract Documents or which might reasonably have been expected to exist under the circumstances.
- FF. Work: all labor, materials, equipment, construction, and services required by the Contract Documents.
- GG. Written Notice: notice in writing given from one party to the other at the address, facsimile or e-mail listed in the Agreement, or at such other address, facsimile or e-mail as the parties will designate from time to time by Written Notice, and will be effective at the earliest of:

1. The date of personal delivery to the other party with signed acknowledgment of receipt; or
2. The date sent by facsimile transmission to the other party provided receipt of the facsimile is verified by an electronic confirmation report by the party sending the facsimile transmission; or
3. The date of acknowledgement of receipt by e-mail from the other party that received the notice by e-mail; or
4. The date of receipt by the other party as stated on the return receipt if sent by registered or certified mail, or by courier.

1.2. BUSINESS INTEGRITY

- A. Contractor covenants and represents that it, and its employees, officers, agents, consultants and Subcontractors have not and will not pay, give or offer or promise to pay or give any money or thing of value to any government official or employee, political party, or candidate for political office (collectively, "Government Recipient") or any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be paid, given, offered or promised, directly or indirectly, to any Government Recipient, for purposes of obtaining an advantage or influencing any act or decision of a Government Recipient or inducing a Government Recipient to use his, her or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.
- B. Contractor shall ensure that any real or potential conflicts of interest are avoided and disclosed promptly to Owner.
- C. Contractor warrants that it has not and will not pay or receive any contingent fees, funds, kick backs, benefits, monies, or gratuities to or from other contractors, Subcontractors (of whatever tier), including their agents, officers, employees, owners, subcontractors, or others, from whom they may be liable, to secure preferential treatment and/or to receive benefits or monies beyond the allocation fully disclosed to Owner in the Contract Documents. Contractor further warrants that it has not falsified nor will it falsify or obscure any bid, payment, or other Project related documents.

1.3. CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is to require Contractor to provide all labor, materials, equipment, construction, and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one will be as binding as if required by all. Contractor will perform the Work in accordance with the requirements expressly set forth in or reasonably inferable from the Contract Documents.
- B. The organization of the Contract Documents is not intended to control Contractor in dividing the Work among Subcontractors or to establish the extent of the Work to be performed by any trade.
- C. Words used in the Contract Documents which have well known technical or trade meanings are used therein in accordance with such recognized meanings.
- D. In the interest of brevity, the Contract Documents may 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.

1.4. OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Contract Documents and copies thereof are the property of Owner. Contractor will not use these documents on any other project. Contractor may retain one (1) copy of the Drawings and the Project Manual as a contract record set and will return or destroy all remaining copies following final completion of the Work.

1.5. OWNERSHIP AND USE OF RENDERINGS AND PHOTOGRAPHS

Renderings representing the Work are the property of Owner. All photographs of the Work, whether taken during construction or at completion, are the property of the Owner. The Owner reserves all rights including copyrights to renderings and photographs of the Work. No renderings or photographs shall be used or distributed without written consent of the Owner.

1.6. PUBLIC STATEMENTS REGARDING PROJECT

Contractor will not make any statements or provide any information to the media about the Project without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.

1.7. CONFIDENTIALITY

Contractor shall ensure that Contractor, Subcontractors, and the employees, agents and representatives of Contractor and its Subcontractors maintain in strict confidence, and shall use and disclose only as authorized by Owner all Confidential Information of

Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:

- A. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
- B. Any information relating to contracts, agreements, business plans, budgets or other financial information of Owner to the extent such information has not been made available to the public by the Owner; and
- C. Any other information that is marked or noted as confidential by the Owner at the time of its disclosure.

1.8. NO COMMERCIAL USE OF TRANSACTION OR RELATIONSHIP

- A. Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, Sub-subcontractors or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:
 - 1. By referring to this Agreement, Owner, or the Project verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
 - 2. By using or allowing the use of any photographs of the Work or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner in connection with any service or product; or
 - 3. By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Project.
- B. Notwithstanding the foregoing, Contractor may include a reference to Owner and the services and equipment provided under this Agreement in a professional résumé or other similar listing of Contractor's references without seeking Owner's written consent in each instance; provided, that such reference to Owner, the services and equipment is included with at least several other similar references and is given no more prominence than such other references.

SECTION 2 - OWNER

2.1. OWNER'S DESIGNATED REPRESENTATIVE

Owner will designate in writing a representative who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization. Owner's initial designated representative is the person identified in the Agreement to receive Written Notice for the Owner.

2.2. INFORMATION AND SERVICES REQUIRED OF OWNER

- A. Owner will be responsible for establishment of property lines and bench marks for Project Site development activities.
- B. Owner will furnish to Contractor any information or services it is required to furnish under the Contract Documents with reasonable promptness to avoid delay in the orderly progress of the Work.

2.3. OWNER'S RIGHT TO INSPECT THE WORK

Owner and its representatives will have the right to inspect any portion of the Work wherever located at any time.

2.4. OWNER'S RIGHT TO STOP THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents or fails to correct Work which is not in accordance with the Contract Documents in a timely manner, Owner may order Contractor in writing to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

SECTION 3 - CONTRACTOR

3.1. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. By executing the Agreement, Contractor represents that it has visited the Project Site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its own observations with the requirements of the Contract Documents.
- B. Contractor will carefully review and compare the Contract Documents and any other available information relating to the Project prior to commencing and during performance of each portion of the Work and will immediately report to Architect and Owner any errors, inconsistencies, and omissions it discovers.
- C. Should Contractor or any of its Subcontractors become aware of any question regarding the meaning or intent of any part of the Contract Documents prior to commencing that portion of the Work about which there is a question, Contractor will request an interpretation or clarification from Architect before proceeding. Contractor proceeds at its own risk if it proceeds with the Work without first making such a request and receiving an interpretation or clarification from Architect. If neither Contractor nor its Subcontractors become aware of the question until after work on the relevant portion of the Work has commenced, then the following precedence will govern for purposes of determining whether resolution of the question constitutes a Change in the Work:
 - 1. The Agreement takes precedence over all other Contract Documents.
 - 2. The Supplementary Conditions take precedence over the General Conditions.
 - 3. The General Conditions and Supplementary Conditions take precedence over the Drawings and the Specifications.
 - 4. An Addendum or a Modification takes precedence over the document(s) modified by the Addendum or Modification.
 - 5. The Specifications take precedence over the Drawings.
 - 6. Within the Drawings, larger scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions, and noted materials over graphic indications.
- D. Contractor will give Architect written notice of any additional drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work, sufficiently in advance of the need for information so as not to delay the Work.
- E. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with requirements of applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance with those requirements, Contractor will immediately notify Architect in writing. Contractor will not proceed unless Owner and/or Architect makes Modifications to the Contract Documents required for compliance with such requirements. Contractor will be fully responsible for any work knowingly performed contrary to such requirements and will fully indemnify Owner against loss and bear all costs and penalties arising therefrom.
- F. Contractor will take field measurements and verify field conditions and will compare such field measurements and conditions and other information known to Contractor with the Contract Documents before ordering any materials or commencing construction activities. Contractor will immediately report errors, inconsistencies, and omissions which it discovers to Architect. If Contractor orders materials or commences construction activities before taking field measurements and verifying field conditions, Contractor will not be entitled to any compensation for additional costs to Contractor resulting from field measurements or conditions different from those anticipated by Contractor which would have been avoided had Contractor taken field measurements and verified field conditions prior to ordering the materials or commencing construction activities.
- G. If, in the performance of the Work, Contractor encounters Unforeseen Subsurface Conditions or other Project Site conditions materially different from those indicated in the Contract Documents or other information provided by Owner or Architect to Contractor or which could reasonably have been expected under the circumstances, Contractor will notify Architect in writing of such differing Project Site conditions in accordance with the requirements of Section 7.2. Contractor's failure to do so will constitute a waiver of any entitlement to an adjustment in the Contract Time or Contract Sum as a result of such conditions.
- H. Where the Contract Documents require Contractor to provide professional architectural or engineering services, Contractor will ensure that such services are performed by appropriately licensed professionals.

3.2. SUPERVISION OF CONSTRUCTION PROCEDURES

- A. Contractor will supervise and direct the Work. Contractor will be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All loss, damage, liability, or cost of correcting Defective Work arising from the use of any construction means, methods, techniques, sequences or procedures will be borne by Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless Contractor has given timely notice to Owner and Architect in writing

that such means, methods, techniques, sequences or procedures are not safe or suitable, and Owner has then instructed Contractor in writing to proceed at Owner's risk.

- B. Contractor will utilize its best skill, efforts, and judgment to provide efficient business administration and supervision, to furnish at all times an adequate supply of workers and materials, and to perform the Work in an expeditious and economical manner consistent with the interests of Owner.
- C. Contractor will be responsible for:
 - 1. The proper observance of property lines and set back requirements as shown in the Contract Documents;
 - 2. The location and layout of the Work as shown in the Contract Documents with respect to the position of the Work on the property and the elevation of the Work in relation to grade; and
 - 3. Setting and maintaining construction stakes.
- D. Contractor will be responsible to Owner for the acts and omissions of its employees and Subcontractors as well as persons either directly or indirectly employed by Subcontractors.
- E. Contractor will not be relieved of its obligation to perform the Work in accordance with the Contract Documents as a result of any tests, inspections, or approvals by Owner, Architect or their consultants.
- F. Contractor will be responsible for timely requests for and execution of required inspections of portions of the Work already completed to determine that such portions are in proper condition to receive subsequent portions of the Work.
- G. Contractor will remedy or repair all damage or loss to the Work and/or any property of the Owner or any other party caused in whole or in part by Contractor, any Subcontractor, or anyone for whose acts they are liable. Costs incurred in remedying or repairing such damage or loss shall be borne solely by Contractor and shall not be a basis for a Change Order.
- H. Contractor recognizes that the Project Site and the surrounding area is frequently visited by the public and is important to Owner's image and function and will maintain the premises free from debris and waste materials resulting from Work. At the completion of the Work, Contractor shall promptly remove construction equipment, tools, surplus materials, waste materials and debris.

3.3. LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, Contractor will provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- B. Contractor will at all times enforce strict discipline and good order among those performing the Work and will not permit employment of any unfit person or anyone not skilled in the tasks assigned to them.
- C. Contractor is fully responsible for the Project and all materials and work connected therewith until Owner has accepted the Work in writing. Contractor will replace or repair at its own expense any materials or work damaged or stolen, regardless of whether it has received payment for such work or materials from the Owner.
- D. Contractor will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. Architect may require Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the work meets the requirements of the Contract Documents. All such data will be furnished at Contractor's expense. This provision will not require Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at Contractor's expense.
- E. Contractor will coordinate and supervise the work performed by Subcontractors so that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. Contractor and all Subcontractors will at all times afford each trade, any separate contractor, or Owner, reasonable opportunity for the installation of Work and the storage of materials.
- F. Contractor warrants to Owner that the materials and equipment furnished for the Work will be new unless otherwise specified by the Contract Documents, and that the Work will be free from defects, and will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the discretion of Owner. If required by Architect, Contractor will furnish satisfactory evidence as to the kind and quality of the materials and equipment used in performing the Work.

- G. Owner may elect to purchase materials required for the Work. In that event, Contractor will comply with the procedures set forth in the Contract Documents relating to such materials.

3.4. COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.

3.5. TAXES

- A. Contractor will pay all privilege, sales, use, consumer, payroll, workers compensation, unemployment, old age pension, surtax, and similar taxes assessed in connection with the performance of the Work.
- B. Owner will pay all taxes and assessments on the real property comprising the Project Site.

3.6. PERMITS AND FEES

- A. Owner will obtain and pay for all zoning, use permits and permanent easements necessary for completion of the Work.
- B. Owner will pay for plan check and building permit fees.
- C. Contractor will obtain building permit and will obtain and pay for all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- D. Contractor will secure any certificates of inspection and of occupancy required by authorities having jurisdiction over the Work. Contractor will deliver these certificates to Architect prior to issuance of the Certificate of Substantial Completion.

3.7. CONTRACTOR'S ON-SITE REPRESENTATIVE

Contractor will employ a competent representative acceptable to Owner to supervise the performance of the Work. This representative will be designated in writing by Contractor prior to commencement of work and will not be changed prior to completion of all punchlist items listed in the Architect's Certificate of Substantial Completion without prior written consent of Owner. This representative will represent Contractor for all purposes, including communication with Owner.

3.8. CONTRACTOR'S CONSTRUCTION SCHEDULES

Contractor will prepare and submit for Owner's and Architect's review and information Contractor's construction schedule for the Work in a format acceptable to Owner. The schedule will show Contractor's proposed critical path for performance of the Work, dates for the submission of and Architect's review of Submittals, dates for ordering of long-lead items, and dates for delivery of Owner-furnished items.

3.9. DOCUMENTS AND SUBMITTALS AT THE PROJECT SITE

Contractor will keep at the Project Site for use by Owner, Architect, or their representatives, a record copy of the Project Manual, the Drawings, all Addenda, all Submittals and all Modifications. The Contractor will maintain these documents and other items in good order and currently marked to record changes and selections made during construction.

3.10. SUBMITTALS

- A. Submittals are not Contract Documents and do not alter the requirements of the Contract Documents unless incorporated into the Contract Documents by a Modification.
- B. Contractor will review, approve, and submit to Architect Submittals in accordance with the Contract Documents. By approving Submittals, Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that it has checked and coordinated each Submittal with the requirements of the Work and of the Contract Documents. In reviewing Submittals Architect will be entitled to rely upon Contractor's representation that such information is correct and accurate.
- C. Contractor will inform Architect in writing at the time of submission of any Submittal or portion thereof which deviates from the requirements of the Contract Documents. Contractor will provide Architect with documentation demonstrating to Architect that the Submittal is equal to or better than the specified product or work. Contractor will not be relieved of responsibility for deviations from the requirements of the Contract Documents by Architect's acceptance of a Submittal unless Contractor has informed Architect in writing of the deviation and Architect has incorporated the deviation into the Contract Documents by a Modification.

- D. Contractor will not perform any portions of the Work requiring Submittals until the respective Submittal has been reviewed and accepted in writing by Architect.
- E. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Owner will be entitled to rely upon such certifications, and neither Owner nor Architect will be expected to make any independent examination with respect thereto.
- F. Architect is not required to take any action with respect to Submittals not required by the Contract Documents.

3.11. CUTTING AND PATCHING

Contractor will be responsible for any cutting, fitting, and patching that may be required to complete the Work and make its parts fit together properly.

3.12. ACCESS TO WORK

Contractor will permit Owner, Architect their representatives and consultants access to the Work wherever located at any time.

3.13. ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees required by the Work or by Contractor's chosen method of performing the Work. Contractor will defend and hold Owner harmless from all suits or claims for infringement of any patent, license or other intellectual property rights or any loss on account thereof.

3.14. INDEMNIFICATION

- A. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from the performance of or failure to perform the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property arising out of or resulting from performance of or failure to perform the Work, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by the negligence of a party indemnified hereunder, that party will bear the cost of such Claim to the extent its negligence was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
- B. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
- C. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
- D. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- E. The indemnification obligations contained herein shall survive the termination or completion of this Agreement up to a period ending the later of 10 years from the date of Substantial Completion of the Work or such longer time as permitted by law for assertion of a claim by any third party against Owner resulting from the Work.

3.15. COST CONTROL

Contractor will operate a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will identify variances between actual and estimated costs and report the variances to Owner when requested by the Owner.

3.16. PROJECT MEETINGS

Contractor will attend and participate in Project meetings as requested by the Owner.

SECTION 4 - ADMINISTRATION OF THE CONTRACT

4.1. ARCHITECT

In the event that Owner terminates its contractual relationship with Architect, Owner will appoint in writing another architect, whose status under the Contract Documents will be that of the former Architect in all respects.

4.2. ARCHITECT'S ADMINISTRATION OF THE CONTRACT

- A. Architect will make periodic visits to the Project Site to familiarize itself generally with the progress and quality of the Work and to observe if the Work is proceeding in accordance with the Contract Documents. Although Architect is required to make periodic inspections, it is not required to make exhaustive or continuous onsite inspections. On the basis of its observations while at the Project Site, Architect will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work. Architect's failure to detect a defect or deficiency in the Work will not relieve Contractor of its duty to perform the Work in accordance with the Contract Documents.
- B. Architect will review Contractor's payment requests and certify the amounts due Contractor in accordance with Section 9.
- C. Communications between Contractor and Owner relating to the Contract Documents will be through the Owner. Communications between Contractor and Owner relating to the Work will be through Architect. Communications between Owner or Contractor with Architect's consultants relating to the Work will be through Architect. Communications between Owner or Architect and Subcontractors relating to the Work will be through Contractor. Communications between Contractor and any separate contractor will be through Owner or Architect, except as otherwise specified in the Contract Documents.
- D. Architect will have the right to reject and require removal of the following at Contractor's expense:
 - 1. Any portion of the Work which does not meet the requirements of the Contract Documents.
 - 2. Any portion of the Work damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
- E. Architect will have authority to stop the Work, with concurrence of Owner, whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper performance of the Work.
- F. Architect will review Contractor's Submittals and will accept or take other appropriate action regarding the Submittals within ten (10) working days after receipt of the Submittals. Architect's review of the Submittals will be for the limited purpose of checking for general conformance with the Contract Documents and will not be conducted for the purpose of determining the accuracy and completeness of 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 Contractor. Architect's review of Submittals will not relieve Contractor of its obligations under the Contract Documents. Architect's review of Submittals will not constitute acceptance of safety precautions or construction means, methods, techniques, sequences or procedures. Architect's acceptance of a specific item will not indicate acceptance of an assembly of which the item is a component.
- G. Architect will prepare Construction Change Directives and Field Changes in accordance with Section 7.
- H. Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and review written guarantees and related documents required by the Contract and assembled by Contractor, and will review and certify or reject Contractor's final payment request.
- I. Architect will be the interpreter of the performance and requirements of the Contract Documents. Architect's interpretations will be in writing or in the form of drawings.
- J. Architect's decisions in matters relating to aesthetic effect will be final if consistent with the Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1. AWARD OF SUBCONTRACTS FOR PORTIONS OF THE WORK

- A. Contractor will enter into contracts with Subcontractors to perform all portions of the Work that Contractor does not customarily perform with its own employees. Subcontracts will contain payment provisions consistent with Section 9 and will not be awarded on the basis of cost plus a fee without the prior written consent of Owner.
- B. Contractor will not contract with any Subcontractor who has been rejected by Owner. Contractor will not be required to contract with any Subcontractor against whom it has a reasonable objection.
- C. If Owner refuses to accept any Subcontractor proposed by Contractor, Contractor will propose an acceptable substitute to whom Owner has no reasonable objection.
- D. Contractor will require each Subcontractor to:
 - 1. Be licensed by the state in which the Project is located where such licensing is required by the governing authority;
 - 2. Be bound by the terms of the Contract Documents as far as they are applicable to the Subcontractor's work;
 - 3. Assume toward Contractor the same obligations Contractor has assumed toward Owner, including the prompt payment of its Subcontractors;
 - 4. Submit its applications for payment to Contractor in time to permit Contractor to make timely application to Owner;
 - 5. Execute claim or lien releases or lien waivers for payments made by Contractor; and
 - 6. Make all claims for Changes in the Work to Contractor in the same manner as Contractor is required to make such claims to Owner.
 - 7. Keep detailed accounting records of all expenses incurred by the Subcontractor in performing the Work for a period of three (3) years following Substantial Completion of the Work, and provide Owner's accountants access to all such records, including but not limited to books, records, correspondence, instructions, drawings, receipts, vendor files, purchase orders, vouchers, memoranda and other data relating to the Work during such three (3) year period.
- E. Contractor will not make any substitution for any Subcontractor which has been accepted by Owner and Architect without the prior written approval of Owner and Architect.

5.2. SUBCONTRACTUAL RELATIONS

- A. Contractor's responsibility for the Work includes the labor and materials of all Subcontractors, including those recommended or approved by Owner. Contractor will be responsible to Owner for proper completion and guarantee of all workmanship and materials under any subcontracts. Any warranties required for such work will be obtained by Contractor in favor of Owner and delivered to Architect. It is expressly understood and agreed that there is no contractual relationship between Owner and any Subcontractor, and under no circumstances will Owner be responsible for the non-performance or financial failure of any Subcontractor or any effects therefrom.
- B. Contractor agrees to pay the Subcontractors promptly upon receipt of payment from Owner for that portion of the funds received which represents the Subcontractor's portion of the Work completed to Contractor's satisfaction for which payment was made by Owner.

SECTION 6 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1. OWNER'S RIGHT TO PERFORM CONSTRUCTION OR AWARD SEPARATE CONTRACTS

- A. Owner reserves the right to perform construction itself other than the Work or to award separate contracts in connection with the Project.
- B. Contractor will afford other contractors reasonable opportunity to perform their work and to place and store their materials and equipment on the Project Site and will properly connect and coordinate its Work with theirs where applicable.
- C. Contractor will secure all such other contractor materials and equipment on the Project Site and will hold Owner harmless from any loss or damage pertaining to its securing of the same.
- D. If any part of Contractor's Work depends upon the work of any separate contractor for proper performance or results, Contractor will inspect and promptly report to Architect any apparent discrepancies or defects in such work that render it unsuitable for Contractor's proper performance of the Work. Failure of Contractor to so inspect and report will constitute an acceptance of the

work of the separate contractor as fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

- E. Contractor will promptly remedy damage caused by Contractor or any Subcontractor to the completed or partially completed work, materials or equipment of other contractors or to the property of Owner or other contractors. Costs incurred in remedying such damage shall be borne solely by Contractor and shall not be a basis for a Change Order.

6.2. OWNER'S RIGHT TO CLEAN UP

If a dispute arises among Contractor and separate contractors as to the responsibility under their separate contracts for maintaining the Project Site free from waste materials and rubbish, Owner may clean the Project Site, allocate the cost among those responsible as Owner and Architect determine to be just, and withhold such cost from any amounts due or to become due to Contractor.

SECTION 7 - CHANGES IN THE WORK

7.1. CHANGES IN THE WORK RESULTING FROM AN INSTRUCTION BY OWNER OR ARCHITECT TO CONTRACTOR

- A. If Owner or Architect gives Contractor an instruction which modifies the requirements of the Contract Documents or delays Substantial Completion, Contractor or Owner may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If compliance with the instruction will affect the cost to Contractor to perform the Work, the Contract Sum will be adjusted to reflect the reasonable net increase or decrease in the Contractor's Direct Costs to perform the Work as a result of the Change in the Work, subject to the conditions set forth in Section 7.1, Paragraphs B through G. If compliance with the instruction will delay Substantial Completion, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in Section 7.1, Paragraphs B through G and Section 7.3, Paragraph A and the Contract Sum will be increased for liquidated damages for the delay as set forth in Section 7.3, Paragraph B.
- B. If Contractor receives an instruction from Owner or Architect which Contractor considers to be a Change in the Work, Contractor, before complying with the instruction, will notify Architect in writing that Contractor considers such instruction to constitute a Change in the Work. If Architect agrees that compliance with the instruction will constitute a Change in the Work, Contractor will furnish a proposal for a Modification in accordance with Section 7.1, Paragraphs C. and D. within ten (10) Days.
- C. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) as a result of an instruction by Owner or Architect, Contractor will furnish a proposal for a Change Order containing a price breakdown itemized as required by Owner. The break down will be in sufficient detail to allow Owner to determine any increase or decrease in the Contractor's Direct Cost to perform the Work as a result of compliance with the instruction. Any amount claimed for Subcontractors will be supported by a similar price breakdown and will itemize the Subcontractor's Direct Costs, profit and overhead charges resulting from the Change in the Work. Profit and overhead will be subject to the following limitations:
 - 1. The Subcontractor's profit and overhead will not exceed eight (8%) percent of Subcontractor's Direct Costs.
 - 2. Contractor's profit and overhead mark-up on work performed by its own crews will not exceed five (5%) percent of Contractor's Direct Costs for such work.
 - 3. Contractor's profit and overhead mark up on work performed by Subcontractors will not exceed five percent (5%).
 - 4. Amounts due Owner as a result of a credit change will be the actual net decrease in the Contractor's Direct Costs to perform the Work as a result of the Change in the Work. Overhead and profit for the Change Order will be calculated based on the net increase or decrease in Contractor's Direct Costs resulting from the Change in the Work.

The proposal shall price all costs relating to any delay as liquidated damages in accordance with Section 7.3, Paragraph B. In no event shall Contractor be entitled to any other compensation relating to the delay.

- D. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an instruction from Owner or Architect, Contractor will include in its proposal justification to support Contractor's claim that compliance with the instruction will delay Substantial Completion.
- E. Upon receipt of Contractor's proposal for Modification, Architect and Owner will determine whether to proceed with the Change in the Work. If Architect and Owner determine to proceed with the Change in the Work, they will issue a Change Order, a Construction Change Directive or a Field Change as appropriate.
- F. Contractor agrees that if it complies with an instruction from Owner or Architect without first giving written notice to Architect as provided in Section 7.1., Paragraph B, and receiving a Change Order, Construction Change Directive or Field Change, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.

- G. If Contractor is instructed to perform work which it claims constitutes a Change in the Work but which Owner and Architect do not agree constitutes a Change in the Work, Contractor will comply with the instruction. Contractor may submit its claim for adjustment to the Contract Sum, the Contract Time, or both as a dispute pursuant to Section 13 within thirty (30) Days after compliance with the instruction. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) Days after compliance with the instruction, then Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- H. Contractor is responsible for submitting accurate cost and pricing data to support its Change Order proposals. Contractor acknowledges that during performance of the Work, there may not be sufficient time for Owner to verify Contractor's data supporting a Change Order proposal. Owner will have the right during performance of the Work and for a period of three (3) years after final payment to examine Contractor's books and records to verify the accuracy and appropriateness of the pricing data used to price Change Order proposals. If Contractor has not submitted accurate cost and pricing data or has priced Change Order proposals inconsistent with the requirements of the Contract Documents, Contractor will refund to Owner any amounts over and above those allowed under the Contract Documents, irrespective of whether Owner has approved and/or signed a Change Order based upon the inaccurate or improper cost and pricing data.

7.2. CHANGES IN THE WORK RESULTING FROM AN EVENT OR CIRCUMSTANCE

- A. If an event or circumstance other than an instruction from Owner or Architect affects the cost to Contractor of performing the Work or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If the circumstance or event affects the cost to Contractor to perform the Work and is caused by a willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in the Contractor's Direct Costs to perform the Work resulting from the event or circumstance, subject to the conditions set forth in Section 7.2, Paragraphs B through F and exclusive of any costs relating to delay which are addressed below. If the event or circumstance delays Substantial Completion and is described in Section 7.3, Paragraph A, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in such section. If the circumstance or event delays Substantial Completion and is caused by a willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition, then Contractor will be compensated for costs incident to the delay through an increase in the Contract Sum in accordance with Section 7.3, Paragraph B. Contractor will not be entitled to any adjustment to the Contract Sum from Owner as a result of any event or circumstance unless the event or circumstance results from a willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition.
- B. If a Change in the Work results from any event or circumstance caused by the willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition, Contractor will give Owner Written Notice of such event or circumstance within twenty-four (24) hours after commencement of the event or circumstance so that Owner can take such action as is necessary to mitigate the effect of the event or circumstance. Contractor will not be entitled to any adjustment in either the Contract Time or the Contract Sum based on any damages or delays resulting from such event or circumstance during a period more than twenty-four (24) hours prior to Contractor giving such Written Notice to Owner.
- C. Contractor will submit in writing any claims for an adjustment in the Contract Time and/or the Contract Sum resulting from an event or circumstance within the time limits set forth below. In the event that Contractor fails to submit its claim in writing within the time limits set forth below, then Contractor agrees it will not be entitled to any adjustment in the Contract Time or the Contract Sum or to any other damages from Owner due to the circumstance or event and waives any claim therefor.
 - 1. Claims for an adjustment in the Contract Time due to Adverse Weather will be made by the tenth of the month following the month in which the delay occurred.
 - 2. Claims for an adjustment in the Contract Time and/or the Contract Sum due to any other circumstance or event will be submitted within seven (7) Days after the occurrence of the circumstance or event.
- D. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) because of an event or circumstance resulting from the willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition, Contractor will furnish a proposal for a Change Order containing a price breakdown as described in Section 7.1, Paragraph C. Any amount claimed for increased labor costs as a result of the event or circumstance must be supported by a certified payroll. Any claim for rented equipment or additional material costs must be supported by invoices.
- E. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an event or circumstance, Contractor will include with its claim copies of daily logs, letters, shipping orders, delivery tickets, Project schedules, and other supporting information necessary to justify Contractor's claim that the event or circumstance delayed Substantial Completion. If Contractor is entitled to an adjustment in the Contract Time as a result of an event or circumstance caused by the willful or negligent act or omission of Owner or Architect or an Unforeseen Subsurface Condition, Contractor will be compensated for all costs related to the delay in accordance with Section 7.3, Paragraph B.
- F. Within thirty (30) Days after receipt of Contractor's claim, Architect will either deny the claim or recommend approval to Owner. If Owner approves the claim, the adjustment in the Contract Time and/or Contract Sum will be reflected in a Change Order pursuant to Section 7.5 or a Construction Change Directive pursuant to Section 7.6. If Owner or Architect denies Contractor's claim, Contractor may submit its claim as a dispute pursuant to Section 13 within thirty (30) Days of receipt of the denial of the claim. If

Contractor fails to submit its claim for resolution pursuant to Section 13 within the thirty (30) Day time period, then Contractor agrees it is not entitled to any adjustment in the Contract Time and/ or Contract Sum or any other damages as a result of the event or circumstance and waives any claim therefor.

7.3. EXTENSIONS OF TIME

- A. If Substantial Completion of the Project is delayed because of any of the following causes, then the Contract Time will be extended by Change Order for a period of time equal to such delay:
 - 1. Labor strikes or lock-outs;
 - 2. Adverse Weather;
 - 3. Unusual delay in transportation;
 - 4. Unforeseen governmental requests or requirements;
 - 5. A Change in the Work resulting from an instruction by Owner or Architect to Contractor subject to the conditions set forth in Section 7.1.;
 - 6. Unforeseen Subsurface Condition; or
 - 7. Any other event or circumstance caused by the willful or negligent act or omission of Owner or Architect.
- B. Contractor will not be entitled to any compensation for delay described in Section 7.3, Paragraph A, subparagraphs 1, 2, 3 and 4. For each Day of delay in Substantial Completion described in Section 7.3, Paragraph A, subparagraphs 5, 6 and 7, the Contract Sum will be increased by liquidated damages in the amount per Day set forth in the Supplementary Conditions to compensate Contractor for all damages resulting from any delay including but not limited to damages for general conditions costs, additional job site costs, additional home office overhead costs, disruption costs, acceleration costs, increase in labor costs, increase in subcontract costs, increase in materials costs, and any other costs incident to the delay, including the Contractor's mark ups and profits relating thereto. Contractor will be entitled to no other compensation relating to the delay.

7.4. DOCUMENTATION OF CHANGES IN THE WORK

Every Change in the Work will be documented by a Change Order, a Construction Change Directive or a Field Change. If Owner, Architect and Contractor reach agreement regarding the adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, resulting from a Change in the Work, then the parties will execute a Change Order pursuant to Section 7.5. If Owner, Architect and Contractor cannot reach agreement regarding the adjustment in Contract Sum or the adjustment in Contract Time resulting from a Change in the Work, then Owner and Architect will issue a Construction Change Directive pursuant to Section 7.6. Field Changes require the agreement of Owner, Architect and Contractor.

7.5. CHANGE ORDERS

Contractor's signature upon a Change Order is Contractor's acknowledgment that it is not entitled to any additional adjustment in the Contract Sum or the Contract Time or any other damages or compensation as a result of the Change in the Work other than that provided for in the Change Order, irrespective of whether a subsequent claim for additional compensation or time extensions relating to the Change in the Work is described as a change in the requirements of the Contract Documents, a delay, a disruption of the Work, an acceleration of the Work, an impact on the efficiency of performance of the Work, an equitable adjustment, or other claim and irrespective of whether the impact of the Change in the Work is considered singly or in conjunction with the impact of other Changes in the Work.

7.6. CONSTRUCTION CHANGE DIRECTIVES

- A. Contractor will promptly comply with all Construction Change Directives.
- B. Pending final resolution of any adjustment in the Contract Sum or Contract Time relating to a Construction Change Directive, the amounts proposed by Owner in the Construction Change Directive may be included in Contractor's payment requests once the work relating thereto is completed.
- C. If after the work described in the Construction Change Directive is completed, Owner, Architect, and Contractor reach agreement on any adjustments in the Contract Sum and Contract Time, such agreement will be reflected in an appropriate Change Order.
- D. If the parties do not reach agreement regarding an adjustment to the Contract Sum, Contract Time, or both relating to the Construction Change Directive within thirty (30) Days of the completion of the work described therein, then Contractor may submit its claim for an adjustment pursuant to Section 13 within thirty (30) Days of the completion of such work. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) Days of completion of the work described in the

Construction Change Directive, then it will not be entitled to an adjustment in the Contract Sum or Contract Time resulting from such work except as set forth in the Construction Change Directive and waives any claim therefor.

7.7. FIELD CHANGES

Architect, Owner and Contractor will sign a Field Change order listing the Change In the Work before Contractor proceeds with the Field Change.

7.8. ALLOWANCES

The Contract Sum includes all allowances stated in the Contract Documents. Allowance amounts include both labor and materials. If the actual cost of performing an allowance item is less than the allowance amount, the Contract Sum will be reduced by deductive Change Order for the difference between the allowance amount and the actual cost of the allowance item. If the actual cost of performing an allowance item is more than the allowance amount, the Contract Sum will be increased by Change Order for the difference between the actual cost of the allowance item and the allowance amount.

7.9. WAIVER OF CLAIMS

Except as set forth in this Section 7, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time or for any damages of any kind whatsoever resulting from an instruction from Owner or Architect, any event or circumstance, or any act or omission of Owner or Architect, and Contractor expressly waives any and all claims therefor.

SECTION 8 - TIME

8.1. TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor will proceed expeditiously with adequate resources and will achieve Substantial Completion within the Contract Time.

8.2. COMMENCEMENT OF THE WORK

Contractor will not commence work on the Project Site until the date set forth in the Written Notice to proceed. However, Contractor may enter into subcontracts and secure material for the Project after receipt of the Agreement with Owner's authorized signature. Owner will issue the Written Notice to proceed within forty-five (45) Days after Owner receives acceptable bonds and evidence of insurance pursuant to Section 11 unless Owner earlier terminates the Agreement pursuant to Section 14.

8.3. SUBSTANTIAL COMPLETION OF THE WORK

- A. When Contractor believes it has achieved Substantial Completion of the Work (including having procured a temporary or permanent certificate of occupancy), it will provide Written Notice thereof to Owner and Architect. Owner and Architect will thereafter inspect the Work to determine if Contractor has achieved Substantial Completion of the Work. If so, Architect shall issue a Certificate of Substantial Completion.
- B. At the time Architect certifies that Contractor has achieved Substantial Completion, Architect will identify the remaining items to be completed for final completion of the Work and will establish with Contractor a reasonable time for completion of those items. Architect will set forth the items to be completed and the time established for their completion in the Certificate of Substantial Completion.

8.4. DELAY IN COMPLETION OF THE WORK

- A. For each Day after the expiration of the Contract Time that Contractor has not achieved Substantial Completion, Contractor will pay Owner the amount set forth in the Supplementary Conditions as liquidated damages for Owner's loss of use of the Project and the added administrative expense to Owner to administer the Project during the period of delay. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorneys' fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay. The parties have agreed on this liquidated damages provision because actual damages which will result from a delay in Substantial Completion cannot readily be ascertained at the time of execution of the Agreement and the parties wish to fix such damages as a their reasonable estimate of such actual damages, and not as a penalty. Owner may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Owner within ten (10) Days after receipt of a written request from Owner for payment.
- B. For each Day that Contractor exceeds the time allowed for completion of the remaining items set forth in the Certificate of Substantial Completion, Contractor will pay to Owner as liquidated damages for additional administrative expenses the amount set forth in the Supplementary Conditions. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorneys'

fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay in completing such items.

SECTION 9 - PAYMENTS AND COMPLETION

9.1. SCHEDULE OF VALUES

Contractor will submit to Architect and Owner with its signed Agreement the Schedule of Values on a form approved by Owner. The Schedule of Values will be supported by any other data required by Owner to substantiate its accuracy and will be the basis for Contractor's payment requests. Specific allowance line item amounts will not be transferred from one line item to another without Owner's consent.

9.2. PAYMENT REQUESTS

- A. No more than once a month, Contractor will submit to Architect and Owner a payment request on a form approved by Owner for Work completed, materials stored on the Project Site, and materials stored off-site in a bonded warehouse approved by Owner, as of the date of the payment request. The amount of the payment request will be based upon the Schedule of Values submitted by Contractor and will be equal to:

1. The value of the Work as of the last Day of the prior calendar month;
2. Less retention amounts specified in the Contract Documents;
3. Less all prior amounts paid by Owner to Contractor as part of the Contract Sum; and
4. Less allowable recoupments and offsets.

The payment request may include Changes in the Work that have been performed by Contractor and authorized by Owner and/or Architect pursuant to Section 7. If a payment request includes materials stored offsite, Contractor will include with the payment request a list of the materials, the material vendor's invoices to Contractor, the location where they are stored and the written request of Contractor and its performance bond surety that payment be made for such materials.

- B. Contractor warrants and guarantees that upon the receipt of payment for materials and equipment, whether incorporated in the Project or not, title to such materials and equipment will pass to Owner free and clear of all liens, claims, security interests, or encumbrances. Notwithstanding this payment and passage of title, Contractor will remain responsible for all such materials and equipment until actual delivery to the Project Site, incorporation into the Work and final acceptance by Owner. Contractor further warrants that no material or equipment covered by a payment request is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or any other person or entity.

9.3. PAYMENT REQUEST CERTIFICATION

- A. Architect will, within seven (7) Days after receipt of Contractor's payment request, forward to Owner the payment request certified for such amount as Architect determines is properly due. If Architect certifies less than the full amount of the payment request, Architect will notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.
- B. The certification of the payment request will constitute a representation by Architect to Owner based upon Architect's observations at the Project Site and the data comprising the payment request, that the Work has progressed to the point indicated and that, to the best of 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 minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by Architect. However, the certification of the payment request will not constitute a representation that Architect has:
1. Conducted exhaustive or continuous on-site inspections to check the quantity or quality of the Work;
 2. Reviewed construction means, methods, techniques, sequences, or procedures;
 3. Reviewed copies of requisitions received from Subcontractors or other data requested by Owner to substantiate Contractor's right to payment; or
 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.
- C. In taking action on Contractor's payment request, Owner will be entitled to rely on the accuracy and completeness of the information furnished by Contractor.

9.4. DECISIONS TO WITHHOLD CERTIFICATION AND PAYMENT

- A. Architect may withhold certification of a payment request in whole or in part to the extent reasonably necessary to protect Owner if, in the opinion of Architect, the representations to Owner required by Section 9.3, Paragraph B cannot be accurately made. If Architect is unable to certify payment in the amount of the payment request, Architect will notify Contractor and Owner as provided in Section 9.3, Paragraph A. If Contractor and Architect cannot agree on a revised amount, Architect will promptly certify a payment request for the amount for which Architect is able to make such representations to Owner. Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a payment request previously certified, to such extent as may be necessary in Architect's opinion to protect Owner from loss because of:
1. Defective Work not remedied;
 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
 3. Failure of Contractor to make payments properly to Subcontractors for labor, materials, equipment, construction or services;
 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. Damage to Owner or another contractor for which Contractor is responsible;
 6. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance will not be adequate to cover the cost of completing the Work and damages for the anticipated delay; or
 7. Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.
- B. Owner reserves the right to withhold payments to Contractor, subsequent to Architect's certification of any payment request, in order to protect Owner from loss due to any condition described in Section 9.4, Paragraph A. Upon satisfactory resolution of any such conditions, payments so withheld will be made.

9.5. PROGRESS PAYMENTS

- A. Owner will pay Contractor progress payments within the parameters of Sections 9.2 through 9.4 within thirty (30) Days after Owner receives the certified payment request from Architect.
- B. Owner will make payments to Contractor by either placing the payments in the mail addressed to Contractor or by electronic transfer at Owner's discretion.
- C. Upon receipt of any payment from Owner, Contractor will pay to each Subcontractor the amount paid to Contractor on account of such Subcontractor's portion of the Work.
- D. Contractor will maintain a copy of each payment request at the Project Site for review by the Subcontractors.
- E. No payment made under the Contract Documents, either in whole or in part, will be construed to be an acceptance of defective or improper materials or workmanship.
- F. Owner may withhold 10% retention from each payment request.
- G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) Days after Contractor achieves Substantial Completion, submits its payment request for retained funds and delivers to Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety.

9.6. FINAL PAYMENT

- A. Upon completion of the Work including all of the remaining items of Work identified in the Certificate of Substantial Completion, Contractor will give written notice of the same to Architect and provide Architect with Contractor's final payment request. Upon receipt of such notice and payment request, Architect will promptly inspect the Work. If the Architect finds that the Work (including all remaining items of Work identified in the Certificate of Substantial Completion) has been completed in accordance with the Contract Documents, Architect will certify the final payment request.
- B. Owner will make full and final payment of the Contract Sum within thirty (30) Days of the completion of all of the following requirements:
1. Architect has declared to Owner in writing that the Work is complete;

2. Architect has received from Contractor conditional or unconditional releases or waivers of lien signed by all Subcontractors performing work and/or providing labor, materials or equipment for the Project;
 3. Contractor has submitted to Owner Contractor's final payment request; and
 4. Contractor has provided to Owner all manufacturer's and other warranties and guarantees required by the Contract Documents, properly signed and endorsed to Owner.
- C. If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner within ten (10) Days after receipt of Written Notice from Owner requesting such payment.
 - D. Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims by the payee except for those claims previously made in writing pursuant to Section 7 and identified by Contractor in its affidavit as still pending.

9.7. AUDIT RIGHTS

- A. Contractor will keep full and detailed accounts of all expenses incurred in performing the Work and exercise such controls as may be necessary for proper financial management under the Contract Documents. The accounting and control systems will be satisfactory to Owner. Owner and Owner's accountants will be afforded access to Contractor's records, books, correspondence, instructions, drawings, receipts, Subcontractor files, purchase orders, vouchers, memoranda and other data relating to the Work. Contractor will preserve these documents for a period of three (3) years after final payment.
- B. Owner shall have the right during performance of the Work and for a period of three (3) years from the date of final payment, to audit all of Contractor's books and records relating to any Change Orders relating to the Project. Such books and records include contracts, invoices, payment requests, accounts receivable documents, accounts payable documents, payroll records, time cards, leases, Subcontractor files, communications, ledgers, and any other documents relating to the Project. Contractor shall provide Owner's employees, auditors and consultants full and complete access to such books and records during such time upon at least three (3) business days' notice. Contractor shall permit Owner's representatives to make copies of such books and records.
- C. In the event that Owner's audit reveals that Contractor has been paid more than it is entitled to under the Contract Documents, Contractor shall refund to Owner the overpayment within ten (10) Days after receipt of a demand for payment. If the amount of the overpayment exceeds one percent (1%) of the final Contract Sum, Contractor shall also reimburse Owner for the cost of conducting the audit within ten (10) Days after receipt of the demand for payment.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY PRECAUTIONS AND PROGRAMS

Contractor will be responsible to Owner for initiating and supervising all safety programs in connection with the performance of the Work.

10.2. SAFETY OF PERSONS AND PROPERTY

- A. Contractor will take reasonable precautions in the performance of the Work to prevent damage, injury, or loss to the Work, persons and property.
- B. Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and other lawful requirements of public authorities bearing on the safety or protection of persons and property. Contractor will immediately give Written Notice to Owner and Architect of any injury to persons or property on the Project Site.
- C. Contractor will designate a responsible member of its organization at the Project Site whose duty will be the prevention of accidents. This person will be Contractor's on-Site superintendent unless otherwise designated in writing by Contractor to Owner and Architect.

10.3. EMERGENCIES

In case of an emergency endangering life or threatening the safety of any person or property, Contractor may, without waiting for specific authorization from Architect or Owner, act at its own discretion to safeguard persons or property. Contractor will immediately notify Architect of such emergency action and make a full written report to Architect within five (5) days after the event.

10.4. HAZARDOUS MATERIALS

In the event Contractor encounters on the Site material reasonably believed to be hazardous materials which have not been rendered harmless, Contractor shall immediately stop work in the area affected by the materials and report the condition in writing to Owner and Architect. Work in the affected area shall not be resumed until the materials have been removed or otherwise rendered harmless and the Owner and Architect have approved recommencement of work in the affected area.

10.5. OTHER SAFETY PROVISIONS

- A. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities only under the supervision of properly qualified personnel.
- B. Contractor shall not load or permit any part of the Work or Project Site to be loaded so as to make it unsafe.
- C. Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Project Site. Contractor shall maintain at the Project Site material safety data sheets as required by law for the use of Owner, Subcontractors and others, regardless of who obtained the sheets.

SECTION 11 - INSURANCE AND BONDS

11.1. CONTRACTOR'S INSURANCE

- A. Contractor will obtain the following insurance and provide evidence thereof as described below prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier:
 - 1. Workers Compensation Insurance;
 - 2. Employers Liability Insurance with minimum limits of the greater of: \$500,000 E.L. each accident, \$500,000 E. L. disease- each employee, \$500,000 E.L. disease-policy limit; or as required by the law of the state in which the Project is located;
 - 3. Commercial General Liability Insurance – ISO Form CG 00 01 (12/07) or equivalent occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any occurrence, claim, or suit with:
 - a. Limits of the greater of: Contractor's actual coverage amounts or the following:
 - 1) \$2,000,000 General Aggregate;
 - 2) \$2,000,000 Products - Comp/Ops Aggregate;
 - 3) \$1,000,000 Personal and Advertising Injury; and
 - 4) \$1,000,000 Each Occurrence;
 - 5) \$50,000 Damage to Rented Premises;
 - b. Endorsements attached to the General Liability policy including the following or their equivalent:
 - 1) ISO Form CG 25 03 (05/09), Designated Construction Project(s) General Aggregate Limit, describing the project and specifying that limits apply to each project of the Contractor;
 - 2) ISO Form CG 20 10 (07/04), Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, naming Owner and Architect as additional insureds; and
 - 4. Automobile Liability Insurance, with:
 - a. Combined Single Limit each accident in the amount of \$1,000,000 or Contractor's actual coverage, whichever is greater; and
 - b. Coverage applying to "Any Auto" or equivalent to all owned autos, hired autos, and non-owned autos; and
 - 5. Builder's Risk Insurance Policy – ISO Form CP 00 20 (06/07), Builders Risk Coverage (or equivalent form) and ISO Form CP 10 30 (06/07) Causes of Loss – Special Form, and ISO Form CP 11 20 (06/07) Builders Risk – Collapse During Construction (or equivalent form) with Limits of Insurance in the amount of the Contract Sum.
 - a. Policy will cover materials stored at temporary storage locations and materials in transit;

- b. Policy will include Owner and Subcontractors as additional insureds; and
 - c. Policy will be subject to a deductible of not less than \$5,000 per occurrence which will be the responsibility of Contractor.
- B. Contractor will provide evidence of such insurance to Owner as follows:
 - 1. Deliver to Owner a Certificate of Insurance on ACORD 25 (2010/05) or equivalent:
 - a. Listing Owner as the Certificate Holder and listing Owner and Architect as Additional Insureds on general liability and any excess liability policies;
 - b. Attaching the endorsements set forth above for additional insured on general liability (CG 20 10 07/04) and Designated Construction Project Aggregate Limit (CG 25 03 05/09);
 - c. Identifying the Project;
 - d. Listing the insurance companies providing coverage. All companies must be rated in A.M. Best Company's Key Rating Guide – Property-Casualty, current edition, at B+ Class VII or higher (Companies that are not rated are not acceptable); and
 - e. Bearing the name, address, and telephone number of the producer and signed by an authorized representative of the producer. The signature may be original, stamped, or electronic. A faxed or digital copy is also acceptable.
 - 2. Deliver to Owner a Certificate of Insurance on ACORD 27, Evidence of Property Insurance, for the Builders Risk Insurance Policy attaching the endorsement giving evidence that the Owner and all Subcontractors are listed as additional insureds on the Builders Risk Policy.
- C. Contractor will maintain, from commencement of the Work, Insurance coverage required in Section 11.1 as follows:
 - 1. Commercial General Liability Insurance through expiration of warranty period specified in Section 12.2, Paragraph B. including completion of any warranty repairs;
 - 2. Builders' Risk Insurance through Substantial Completion; and
 - 3. All other insurance through final payment.
- D. In the event of a loss, or upon request by Owner, Contractor will provide Owner with a copy of required insurance policies above.
- E. Owner reserves the right to reject any insurance company, policy, endorsement, or certificate of insurance with or without cause.
- F. Owner may, in writing and at its sole discretion, modify the insurance requirements.

11.2. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Prior to commencement of the Work or within ten (10) Days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner a performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Sum as security for all obligations arising under the Contract Documents. Such bonds will:
 - 1. Be written on Form AIA Document A312 (2010).
 - 2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
 - 3. Have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List".
 - 4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bonds on behalf of the surety.
- B. All Subcontractor performance and payment bonds shall name Contractor and Owner as Obligatee.

- C. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- D. The cost of the bonds required above will be the obligation of the Contractor and are included in the Contract Sum.

SECTION 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

Contractor will notify Architect at least twenty-four (24) hours in advance of performing work which would cover up work or otherwise make it difficult to perform inspections required by the Specifications or by applicable governing authorities. Should any such work be covered without proper notification having been given to Architect, Contractor will uncover that work for inspection and provide any necessary restoration at its own expense.

12.2. CORRECTION OF WORK

- A. Contractor will promptly correct any portion of the Work which is rejected by Architect or which fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor will bear the cost of correcting such rejected Work, including additional testing and inspection costs, compensation for Architect's services, and any other expenses made necessary thereby.
- B. Contractor will remedy any Defects due to faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. Contractor will pay all costs of correcting faulty work, including additional Architect's fees, attorneys fees, expert fees, consultant fees, copy costs, and other expenses when incurred.
- C. Nothing in the Contract Documents will be construed to establish a period of limitation within which Owner may enforce the obligation of Contractor to comply with the Contract Documents. The one (1) year period specified in paragraph 13.2.B. has no relationship to the time within which Owner may enforce compliance with the Contract Documents, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations.

12.3. ACCEPTANCE OF NONCONFORMING WORK

- A. If Owner prefers to accept any portion of the Work not in conformance with the Contract Documents, Owner may do so instead of requiring removal and correction of the nonconforming Work. In that event, the Contract Sum will be reduced by an amount agreed upon by the parties which reflects the difference in value to Owner between the Work as specified and the nonconforming Work. Such adjustment may consider increased maintenance costs, early replacement costs, increased inefficiency of use, and the like and will be effective whether or not final payment has been made. Such adjustment will be reflected in a Change Order pursuant to Section 7.5.
- B. Usage by Owner or Architect of mechanical devices, machinery, apparatus, equipment, or other work or materials supplied under the Contract Documents prior to written acceptance by Owner, will not constitute Owner's acceptance.

SECTION 13 - RESOLUTION OF DISPUTES

13.1. PROCEDURE

In the event there is any dispute arising under this Agreement which is not resolved by agreement between the parties, either party may give submit the dispute with all documentation upon which it relies to Owner's Director of Construction Services Division, Special Projects Department, 50 East North Temple, 10th Floor, Salt Lake City, Utah 84150-0010, who will convene a dispute resolution conference in Salt Lake City, Utah within thirty (30) Days after receipt of such submission. The parties agree to participate in such dispute resolution conference in good faith with a goal toward resolving their dispute. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first Day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above and good faith participation in the dispute resolution conference are conditions precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director and participating in the dispute resolution conference, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorneys fees incurred by that party in obtaining the dismissal, including without limitation copy costs, travel costs and expert and consultant fees and expenses.

13.2. CONTRACTOR TO PROCEED WITH DILIGENCE

Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations under this Agreement.

SECTION 14 - TERMINATION

14.1. TERMINATION BY CONTRACTOR

In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) Days of the Written Notice, Contractor may terminate the Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum equal to the percentage of the Work completed as of the date of termination, less any recoupments and offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials which Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

14.2. TERMINATION BY OWNER FOR CAUSE

Should Contractor fail to provide Owner with the certificates of insurance required by Section 11 within the time specified therein, make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) Days, Owner may terminate the Agreement by giving Written Notice to Contractor. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. Contractor will not be entitled to receive any further payment until the Work is finished. Contractor will be liable to Owner for reimbursement of all additional administrative, architectural, consultant, and legal expenses (including without limitation attorneys fees, expert fees, copy costs, and other expenses) incurred by the Owner relative to the Owner's termination for cause. Should the unpaid balance of the Contract Sum exceed Owner's expense to complete the Work and additional expenses set forth in the preceding sentence, such excess will be paid to Contractor. If such costs exceed the unpaid balance of the Contract Sum, Contractor will be liable to pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials which Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

14.3. TERMINATION BY OWNER FOR CONVENIENCE

Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate the Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work completed as of the date of termination, less any recoupments and offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials which Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

SECTION 15 - MISCELLANEOUS PROVISIONS

15.1. GOVERNING LAW

The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules; and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

15.2. NO WAIVER

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

15.3. RULE OF CONSTRUCTION

Owner and Contractor agree that the Contract Documents will be deemed to have been drafted by both Owner and Contractor and will not be construed against either Owner or Contractor because of authorship.

15.4. ENFORCEMENT

In the event either party commences legal action to enforce or rescind any term of the Contract Documents, the prevailing party will be entitled to recover its attorneys fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.

15.5. SEVERABILITY

Notwithstanding anything to the contrary herein, the invalidity or unenforceability of any provision of the Contract Documents shall not affect the validity and enforceability of any other provision of the Contract Documents.

15.6. TESTS AND INSPECTIONS

- A. Owner and Architect have the right to have tests made when they deem it necessary. Tests conducted by Owner or Architect will be paid for by Owner. Should a test reveal a failure of the Work to meet Contract Document requirements, the cost of the test as well as subsequent tests related to the failure necessary to determine compliance with the Contract Documents will be paid for by Owner, with the cost thereof deducted from the Contractor Sum by Modification.
- B. Tests will be made in accordance with recognized standards by a competent, independent testing laboratory. Materials found defective or not in conformity with Contract Document requirements will be promptly replaced or repaired at the expense of Contractor.
- C. Owner and Architect have the right to obtain samples of materials to be used in the Work and to test samples for determining whether they meet Contract Document requirements. Samples required for testing will be furnished by Contractor and selected as directed by Architect. Samples may be required from the sample's source, point of manufacture, point of delivery, or point of installation at Architect's discretion. Samples not required as a Submittal in the Specifications will be paid for by Owner. Should tests reveal a failure of the Sample to meet the Contract Document requirements, Contractor will provide other Samples which comply with the requirements of the Contract Documents at no cost to Owner.

15.7. OWNERSHIP OF ARTIFACTS

All historical artifacts found on the Project Site, including but not limited to construction materials, building elements, jewelry, memorabilia, coins or money, paper or documents, are and will be treated by the parties as being the property of Owner. All such artifacts discovered by Contractor or Subcontractors on the Project Site will be promptly surrendered to Owner.

END OF DOCUMENT

4839-1161-5768, v. 3

SUPPLEMENTARY CONDITIONS

(SPECIAL PROJECT MAJOR FIXED SUM / BONDS U.S.)

UTAH

ITEM 1 - GENERAL

1. Conditions of the Contract apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to each Division of the Specifications.

ITEM 2 - LIQUIDATED DAMAGE AMOUNTS:

1. The amount of liquidated damages to be paid to the Contractor for delays under General Conditions Section 7.3, Paragraph B is **\$500.00** per day.
2. The amount of liquidated damages to be paid to the Owner for delays in Substantial Completion under General Conditions Section 8.4, Paragraph A is **\$500.00** per day.
3. The amount of liquidated damages to be paid to the Owner for delays in completing work itemized on the Substantial Completion Certificate under General Conditions Section 8.4., Paragraph B is **\$250.00** per day.

ITEM 3 - UTAH STATE SPECIFIC SUPPLEMENTARY CONDITIONS:

RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN UTAH:

Replace section 9.5.F of the General Conditions with the following:

- F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor. These retention funds will be held in an interest bearing account.

PAYMENT OF RETAINED FUNDS IN UTAH:

Replace section 9.5 G of the General Conditions with the following:

- G. After Contractor achieves Substantial Completion and submits its payment request for retained funds and delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, if any, and provides statutory Conditional Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) days from the later of (a) the date Owner received Contractor's payment request for retained funds and fully executed Contractor's Substantial Completion Affidavit and Consent of Surety, (b) the date a certificate of occupancy is issued; (c) the date that a building inspector having authority to issue its own certificate of occupancy does not issue that certificate but permits occupancy.

UTAH STATE SALES TAX:

Add the following to the General Conditions:

1. Contractors should be exempt on purchases of material installed or converted into real property to be used by the Owner. The Contractor will furnish each vendor with a completed Exemption Certificate Form TC-721. The certificate will be prepared by the Contractor for each vendor in order to obtain the exemption.

2. The Owner's tax exempt number is 11871701-002-STC.

UTAH NOTICE OF INTENT TO OBTAIN FINAL COMPLETION:

Add the following to the General Conditions:

- A. Contractor shall file with the State Construction Registry, on its own behalf and/or on behalf of Owner, a notice of intent to obtain final completion at least 45 days before the day on which the Owner or Contractor files or could file a notice of completion under Utah Code Ann. Section 38-1a-506 if:
 1. The completion of performance time under the original contract for construction work is greater than 120 days;
 2. The total original construction contract price exceeds \$500,000; and
 3. The original contractor or owner has not obtained a payment bond in accordance with Utah Code Ann. Section 14-2-1.

UTAH NOTICE OF COMPLETION:

Add the following to the General Conditions:

- A. Within five (5) calendar days of final completion of the Project and in compliance with Section 38-1a-507 Utah Code Annotated, Contractor shall file with the State Construction Registry, and copy to Owner, a notice of completion which shall include, without limitation, the following:
 1. The name, address, telephone number, and email address of the person filing the notice of completion;
 2. The name of the county in which the Project and/or Project site is located;
 3. The date on which final completion is alleged to have occurred;
 4. The method used to determine final completion; and
 5. One of the following:
 - a. The tax parcel identification number of each parcel included in the Project and/or Project site;
 - b. The entry number of a preliminary notice on the same project that includes the tax parcel identification number of each parcel included in the Project and/or Project site; or
 - c. The entry number of the building permit issued for the Project.
- B. Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and Owner agree that any breach or failure to comply with this Section by the Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to the Owner flowing from this breach.

UTAH PROGRESS PAYMENTS AND FINAL PAYMENT:

Replace sections 9.5.A of the General Conditions with the following:

9.5 PROGRESS PAYMENTS

- A. Owner will pay Contractor progress payments within the parameters of Section 9.2 within thirty (30) days after:
 1. Contractor has submitted a progress payment request;
 2. Contractor has obtained Conditional Waiver and Release Upon Progress Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's progress payment request; and
 3. Owner receives the certified payment request from Architect.

Replace section 9.6.C.2 of the General Conditions with the following:

9.6 FINAL PAYMENT

2. Contractor has obtained Waiver and Release Upon Final Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request;

Add the following as section 9.6.B.5 of the General Conditions:

5. Contractor has collected and provided to Owner all manufacturers' and other guaranties and warranties, properly signed and endorsed to Owner, that are required by the Contract Documents that extend for a period beyond one year after substantial completion. (Delivery of such guaranties and warranties will not relieve Contractor for any obligation assumed under any other provision of the Contract Documents.)

END OF DOCUMENT

SECTION 03 4800
PRECAST CONCRETE SPECIALTIES

PART 1 - GENERAL**1.1 SUMMARY**

- A. Products Furnished But Not Installed Under This Section:
 - 1. Precast concrete wall caps used at exterior mechanical enclosures and /or trash enclosures.
 - 2. Precast window sills.
- B. Related Requirements:
 - 1. Section under 04 2000 heading: Installation of precast members.
 - 2. Section 07 9213: 'Elastomeric Joint Sealants'.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer product literature for each type of product indicated.
 - 2. Shop Drawings:
 - a. Precast concrete elements:
 - 1) Detail fabrication and installation of architectural precast concrete units.
 - 2) Indicate locations, plans, elevations, dimensions, shapes, and cross sections each unit.
 - 3) Indicate joints, reveals, and extent and location of each surface finish. Indicate details at building corners.
 - a) Indicate separate face and backup mixture locations and thicknesses.
 - 4) Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
 - 5) Indicate locations, extent, and treatment of dry joints if two-stage casting is proposed.
 - 6) Include plans and elevations showing unit location and sequence of erection for special conditions.
 - 7) Indicate location of each architectural precast concrete unit by same identification mark placed on panel.
 - 8) Indicate relationship of architectural precast concrete units to adjacent materials.
 - 9) Indicate locations and details of stone facings, anchors, and joint widths.
 - 3. Samples:
 - a. Precast concrete elements:
 - 1) For each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of 3, illustrating full range of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches
 - a) Include Samples illustrating workmanship, color, and texture of backup concrete as well as facing concrete.
 - (1) Grout Samples for Initial Selection: Color charts consisting of actual sections of grout showing manufacturer's full range of colors.
 - (2) Grout Samples for Verification: Showing color and texture of joint treatment.
- B. Informational Submittals:
 - 1. Certificates:
 - a. Precast concrete elements:
 - 1) Material Certificates: For the following items, signed by manufacturers:
 - a) Admixtures.
 - b) Bearing pads.
 - c) Brick units and accessories.
 - d) Cementitious materials.
 - e) Reinforcing materials.
 - 2. Design Submittals:
 - a. Precast concrete elements:
 - 1) Design Modifications:
 - a) If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings.
 - b) Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.
 - 3. Test And Evaluation Reports:
 - a. Material Test Reports:
 - 1) Precast concrete units:
 - a) Aggregates.

4. Manufacturer's Instructions:
 - a. Precast concrete units:
 - 1) Control test reports.
 - 2) Precast Concrete mix design: Submit compressive strength and water-absorption tests for each precast concrete mix design.
5. Field Quality Control Submittals:
 - a. Precast concrete units:
 - 1) Provide special inspection reports.
6. Qualification Statements:
 - a. Precast concrete units:
 - 1) Installer and Fabricator:
 - a) Letter certifying level of training and experience of Installer and Fabricator.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 1. Check, carefully unload, and deliver material to site in such manner as to avoid soiling and damaging.
- B. Storage And Handling Requirements:
 1. Store material on planks clear of ground and protect from damage.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Materials:
 1. Design Criteria:
 - a. Precast Concrete:
 - 1) Air Entrainment: Wet cast mixture maintains 5 to 7 percent air entrainment where surfaces are exposed to freeze-thaw. Admixture conforms to ASTM C260.
 - 2) Aggregates: ASTM C33/C33M.
 - 3) Cement: ASTM C150/C150M, Type II.
 - 4) Compressive Strength: 4500 psi concrete minimum.
 - 5) Water: Potable water free from impurities.
 - b. Reinforcing:
 - 1) Bars: ASTM A615/A615M, Grade 60.
 - 2) Reinforcing Mesh: ASTM A1064/A1064M.
 - c. Concrete Elements:
 - 1) Color:
 - a) Color as selected by Architect including up to 6lb mix.
 - b) Integral Color: Concentrated dry powder iron oxide pigments designed to meet samples and mock-up.

2.2 ACCESSORIES

- A. Sealant: As specified in Section 07 9213: 'Elastomeric Joint Sealants'.

2.3 FABRICATION

- A. General:
 1. Chamfered edges.
 2. Smooth finish free from pits and rock pockets.
- B. Window Sills:
 1. See Contract Documents for pre-cast sizes.
 2. Cast in aggregates.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Building Elements:
 1. Install level.
 2. Caulk joint between pieces and at top of walls.
- B. Window Sills:
 1. Install at windows, columns, and entries.
 2. Coordinate all locations as described in Construction Documents.

END OF SECTION

**SECTION 10 2616
BUMPER GUARDS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install crash rails as described in Contract Documents and includes the following:
 - a. Bumper cushion.
 - b. Clips.
 - c. Cover.
 - d. End caps.
 - e. Fasteners.
 - f. Mounting hardware.
 - 2. Furnish and install vinyl cart / equipment guards as described in Contract Documents and includes the following:
 - a. Accessories.
 - b. Bumper guards.
 - c. End caps.
 - d. Mounting hardware.
 - e. Trim.
- B. Related Requirements:
 - 1. Section 06 1100: 'Wood Framing' for wall blocking required for bumper guards.

1.1 REFERENCES

- A. Definitions:
 - 1. Bumper Guard: Bumper guards in this specification are also called crash rails, equipment guards, vinyl cart, and wall guards.
 - 2. Flame Spread: The propagation of flame over a surface.
 - 3. Flame Spread Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723.
 - 4. Smoke-Developed Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723.
- B. Reference Standards:
 - 1. ASTM International:
 - a. ASTM D543-14, 'Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents'.
 - b. ASTM E84-15b, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
 - 2. National Fire Protection Association:
 - a. NFPA 101: 'Life Safety Code' (2015 Edition).
 - b. NFPA 265: 'Standard Methods of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Coverings on Full Height Panels and Walls', (2015 Edition).
 - 3. Underwriters Laboratories, Inc.:
 - a. UL 723: 'Standard for Safety Test for Surface Burning Characteristics of Building Materials'; (2010 Edition).

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's literature.
 - b. Color selections.
- B. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Operations and Maintenance Data:
 - 1) Maintenance and cleaning instructions.
 - b. Warranty Documentation:
 - 1) Final, executed copy of Warranty.
 - c. Record Documentation:
 - 1) Manufacturers documentation:
 - a) Manufacturer's literature.
 - b) Color selections.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Fire-Test-Response Characteristics: As determined by test method indicated below by qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Surface-Burning Characteristics:
 - 1) Insulation shall have Class A flame spread rating in accordance with ASTM E84 or UL 723.
 - a) Class A (Flame spread index 0-25; Smoke-developed index 0-450).
 - b) Flash point: None.
- B. Qualifications:
 - 1. Installers:
 - a. Installer shall have performed at least three (3) installations of similar size, scope, and complexity of this project in past two (2) years.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 - 1. Materials shall be delivered in original, unopened packages with labels intact.
- B. Storage And Handling Requirements:
 - 1. Store materials in original, undamaged packaging in cool, dry place out of direct sunlight and exposure to elements and extreme heat.
 - 2. Store at room temperature of 40 deg F minimum and 100 deg F maximum.
 - 3. Store material on flat surface.

PART 2 - PRODUCTS**2.1 MANUFACTURED UNITS**

- A. Crash Rail (Office Area only):
 - 1. Description:
 - a. Surface mounted assembly consisting of aluminum clips with snap-on cover and integral shock absorbing cushions.
 - 2. Design Criteria:
 - a. 5 inch high by 1-1/16 inch deep.
 - b. Color Quality Standard: No. 927 Folkstone by Construction Specialties.
 - 3. Type One Acceptable Products:
 - a. SCR-50N by Construction Specialties Inc., Lebanon, NJ www.c-sgroup.com.
 - b. Equal as approved by Architect before bid. See Section 01 6200.
- B. Vinyl Cart / Equipment Guards:
 - 1. Description:
 - a. Surface mounted, double-bulb flexible vinyl bumper.
 - 2. Design Criteria:
 - a. 4-7/16 inch high by 1-3/16 inch deep.
 - b. Color Quality Standard: No. 5, Gray by Pawling.
 - 3. Type One Acceptable Products:
 - a. MD-2 by Pawling Corp, Pawling, NY www.pawling.com.
 - b. Equal as approved by Architect before bid. See Section 01 6200.

2.2 ASSESSORIES

- A. Provide appropriate end caps, corners, and mounting brackets as required to properly finish wall guard system and to support it securely.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verification Of Conditions:
 - 1. Verify that wall surfaces are properly prepared and finished to receive installation of wall guards and crash rails.

3.2 PREPARATION

- A. Allow materials to acclimate to building temperature 65 to 75 deg F for at least twenty-four (24) hours prior to installation.
- B. Take all necessary steps to prevent damage to material during installation as required in manufacturer's installation instructions.
- C. Surface Preparation:
 - 1. Prior to installation, clean substrate to remove dirt, debris and loose particles. Perform additional preparation procedures as required by manufacturer's instructions.

3.3 INSTALLATION

- A. Follow Manufacturers' installation instructions, using only approved mounting hardware, and locating all components firmly into position, level and plumb.

3.4 CLEANING

- A. Clean bumper guard covers and accessories as per Manufacturer's cleaning instructions.
- B. Waste Management:
 - 1. Dispose of packaging debris.
 - 2. Remove surplus materials, rubbish and debris resulting from installation as work progresses and upon completion of work.

3.5 PROTECTION

- A. Protect bumper guard material to prevent damage by other trades during installation and upon completion of installation.

END OF SECTION

**SECTION 22 1400
FACILITY STORM DRAINAGE**

PART 1 - GENERAL**1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install complete roof drainage system as described in Contract Documents.
- B. Related Requirements:
 - 1. Sections under 07 5000 heading: Membrane Roofing.
 - 2. Section 22 0501: 'Common Plumbing Requirements'.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Participate in pre-installation conference specified in Section 03 3111.

1.3 REFERENCES

- A. Reference Standards:
 - 1. ASTM International:
 - a. ASTM D2235-04(2011), 'Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings'.
 - b. ASTM D2564-12, 'Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems'.
 - c. ASTM D3034-14, 'Standard Specification for Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings'.
 - d. ASTM F628-12, 'Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe and Fittings with a Cellular Core'.
 - e. ASTM F656-10, 'Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings'.
 - f. ASTM F891-10, 'Standard Specification for Coextruded Poly (Vinyl Chloride) (PVC) Plastic Pipe with a Cellular Core'.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Jay R. Smith Manufacturing Co, Montgomery, AL www.jrsmith.com.
 - b. Josam, Michigan City, IN www.josam.com.
 - c. Mifab Manufacturing Inc, Chicago, IL www.mifab.com.
 - d. Sioux Chief Mfg. Co. Inc. Peculiar, MO www.siuoxchief.com.
 - e. Wade Div Tyler Pipe, Tyler, TX www.wadedrains.com.
 - f. Watts Drainage, Spindale, NC www.watts.com or Watts Industries, Burlington, ON, Canada www.wattscda.com.
 - g. Zurn Cast Metals, Erie, PA or Zurn Industries Limited, Mississauga, ON www.zurn.com.
- B. Materials:
 - 1. Piping And Fittings: PVC Schedule 40 cellular core plastic pipe and pipe fittings meeting requirements of ASTM F891, joined using cement primer meeting requirements of ASTM F656 and pipe cement meeting requirements of ASTM D2564.
 - 2. Piping And Fittings: ABS Schedule 40 cellular core plastic pipe and pipe fittings meeting requirements of ASTM F628, joined with pipe cement meeting requirements of ASTM D2235.
 - 3. Roof Drains:
 - a. Roof Drains (RD-1):
 - 1) Size: As scheduled on Drawings.
 - 2) Duco cast-iron body, with adjustable extension, reversible collar flashing clamp, gravel stop, underdeck clamp, sump receiver, and cast iron dome.
 - 3) Category Four Approved Products. See Section 01 6200 for definitions of Categories:
 - a) J R Smith: 1015.
 - b) Josam: 21500-AE-3-22-Z.
 - c) Mifab: R-1200-EU-M-B-U.
 - d) Sioux Chief: 868-15-E.
 - e) Watts: RD-300-F.
 - f) Zurn: Z 100 EA.

4. Downspout Nozzle:
 - a. Cast bronze downspout and flange with nickel-bronze finish. Include rodent screen/guards if typical for area.
 - b. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
 - 1) J. R. Smith: 1770.
 - 2) Watts: RD-940.
 - 3) Mifab: R-1940.
 - 4) Zurn: Z-199.

PART 3 - EXECUTION

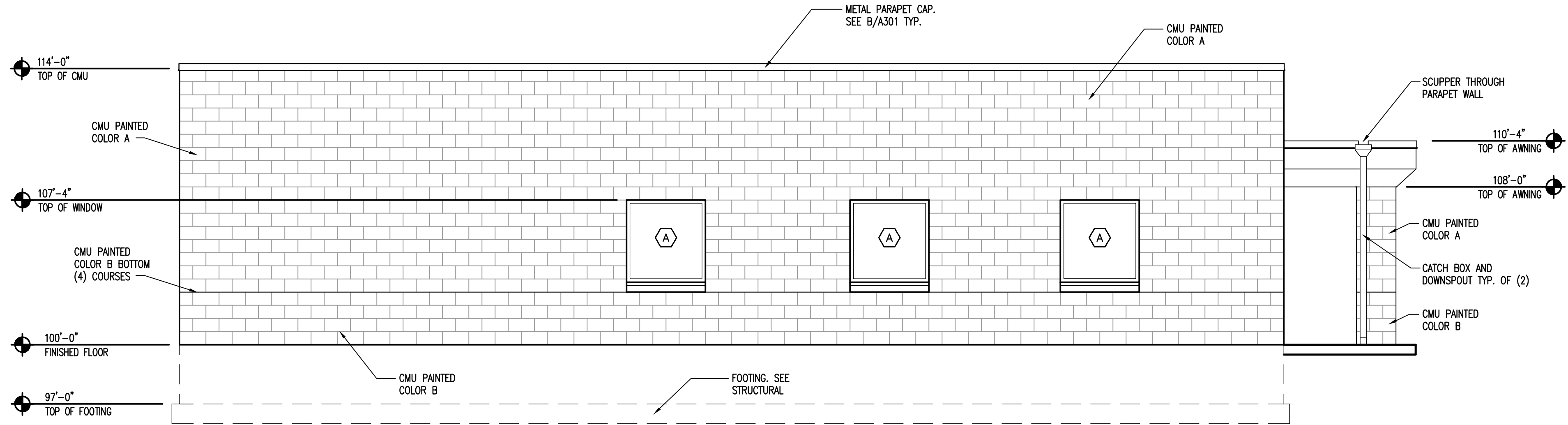
3.1 INSTALLATION

- A. Grade roof drain piping 1/8 inch in one foot minimum in direction of flow.
- B. Seal joints at roof drains.
- C. Thermoplastic Pipe And Fittings:
 1. General:
 - a. Piping and joints shall be clean and installed according to Manufacturer's recommendations.
 - b. Break down contaminated joints, clean seats and gaskets and reinstall.
 2. Above Grade:
 - a. Locate pipe hangers every 4 feet on center maximum and at elbows.

3.2 FIELD QUALITY CONTROL

- A. Field Tests:
 1. Subject roof drain piping system, in sections or in entirety, to water pressure of 5 psig and prove tight for period of two hours.
 2. Verify all roof drain lines and over flow drain lines are clear of any blockage and are not plugged by debris. Run tests in presence of Architect.

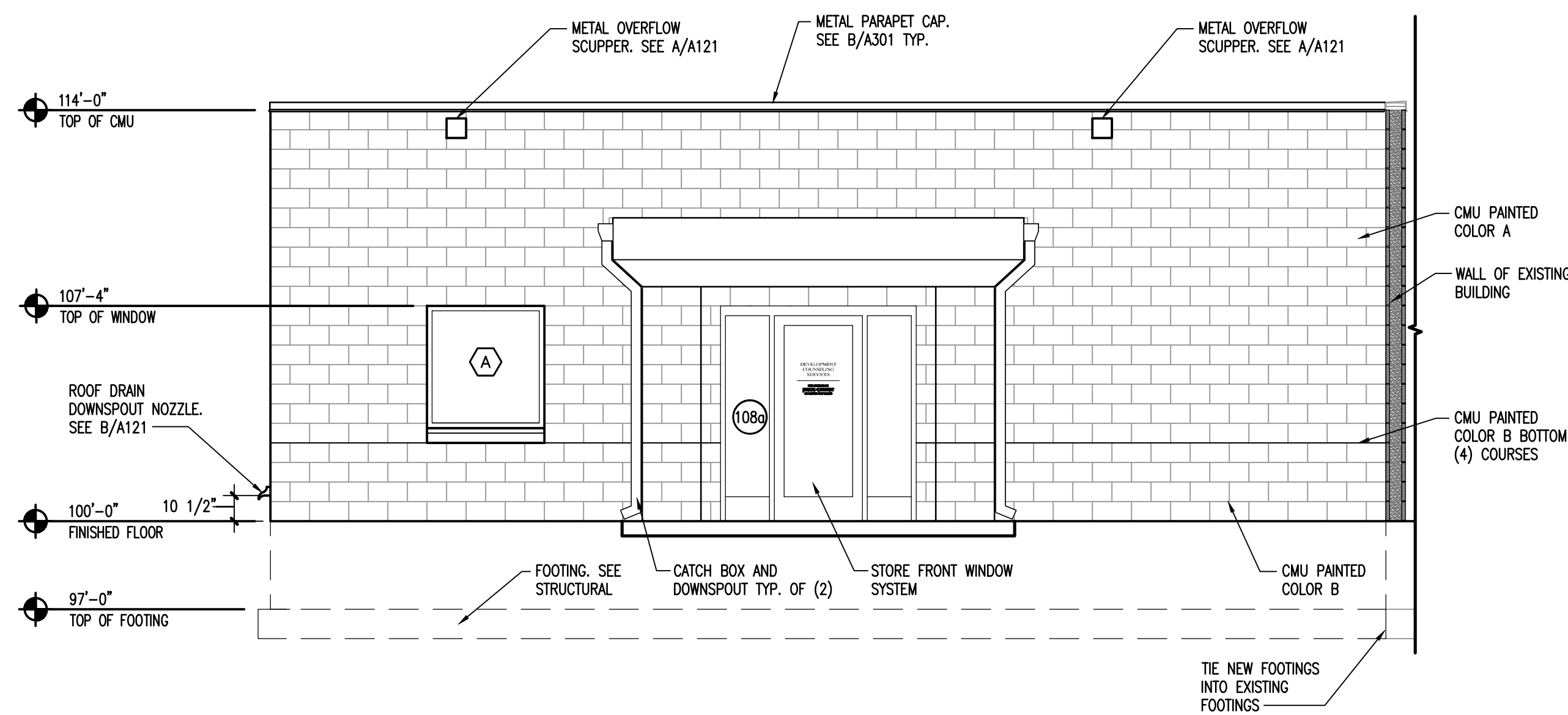
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ELEVATION

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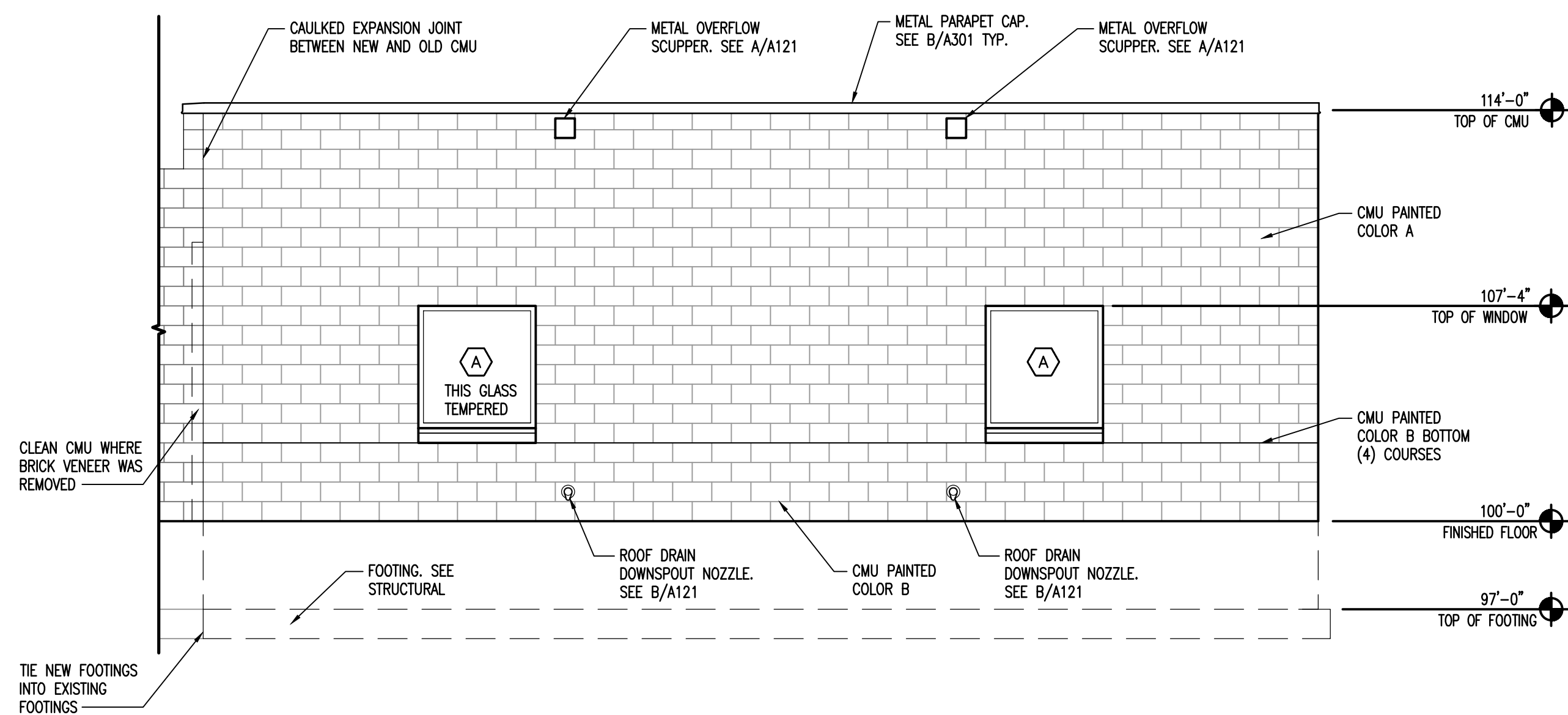
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ELEVATION

SCALE: 1/4"=1'-0"

2



ELEVATION

SCALE: 1/4"=1'-0"

3

Release Date:
30-SEPT-2020

P.C. ARCHITECTS INC.
Dennis B. Patten, AIA
P.O. Box 217
St. George, UT 84771
(435) 673-6579

DESERET INDUSTRIES
ADDITION
RICHFIELD, UTAH

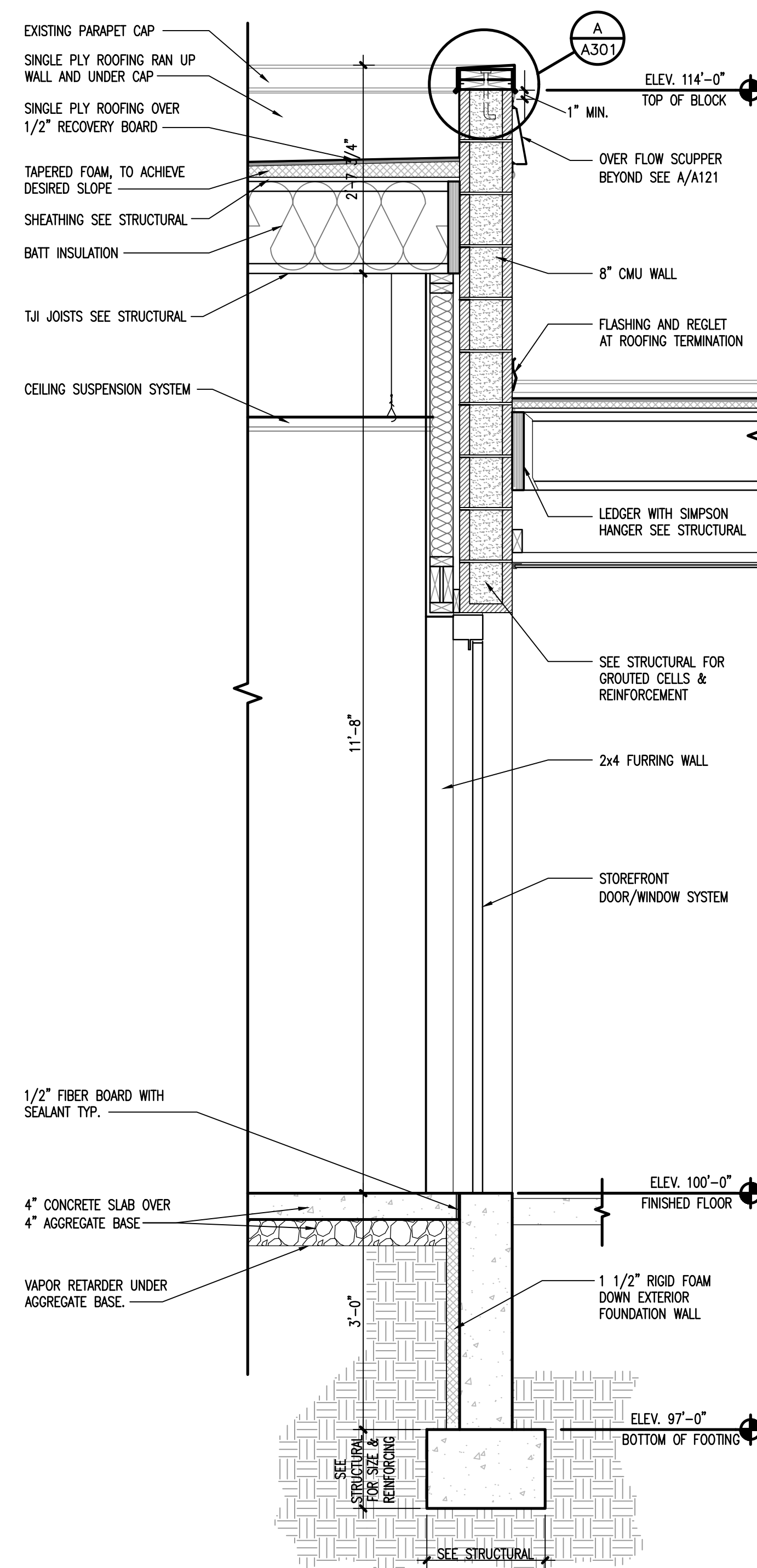
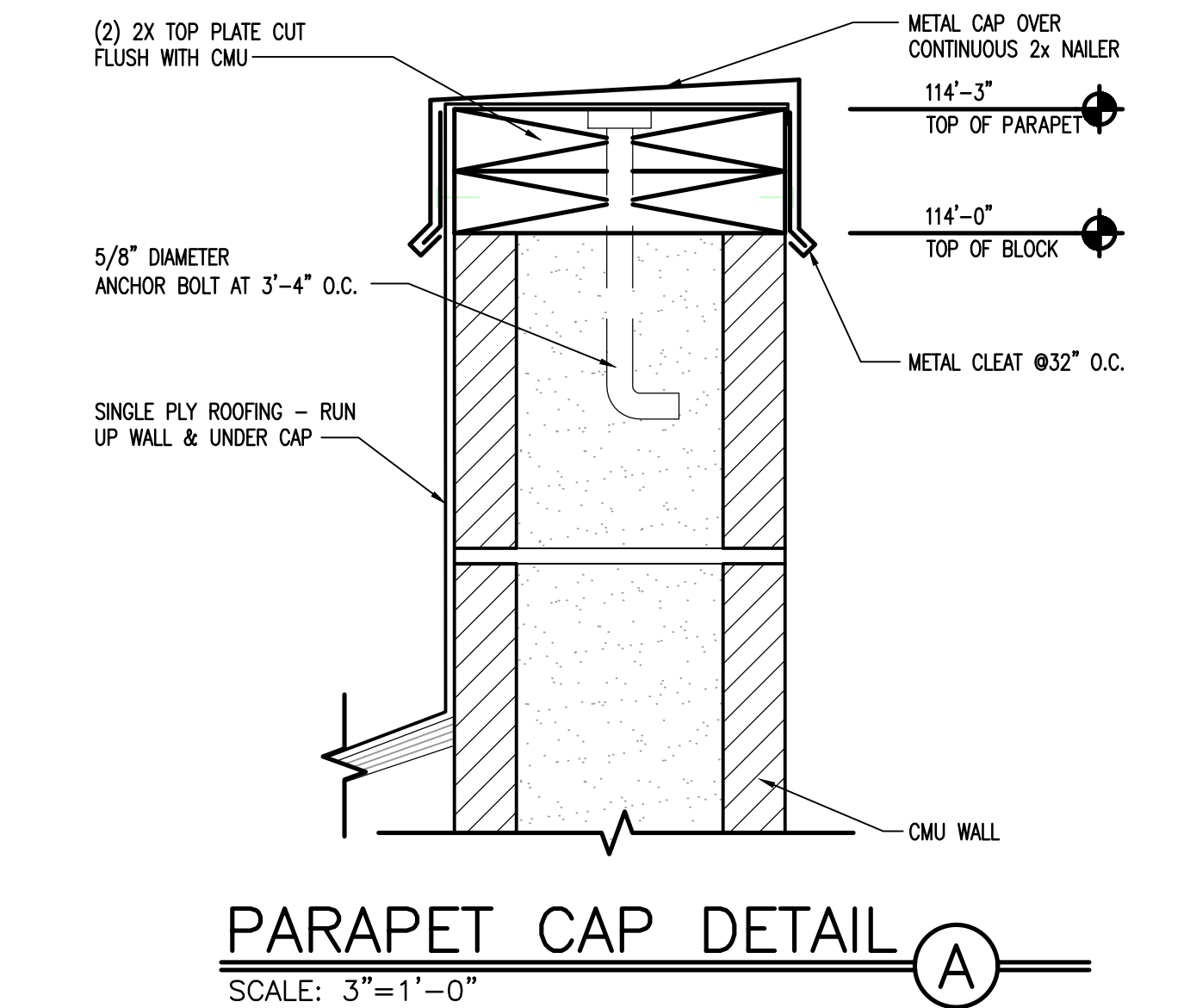
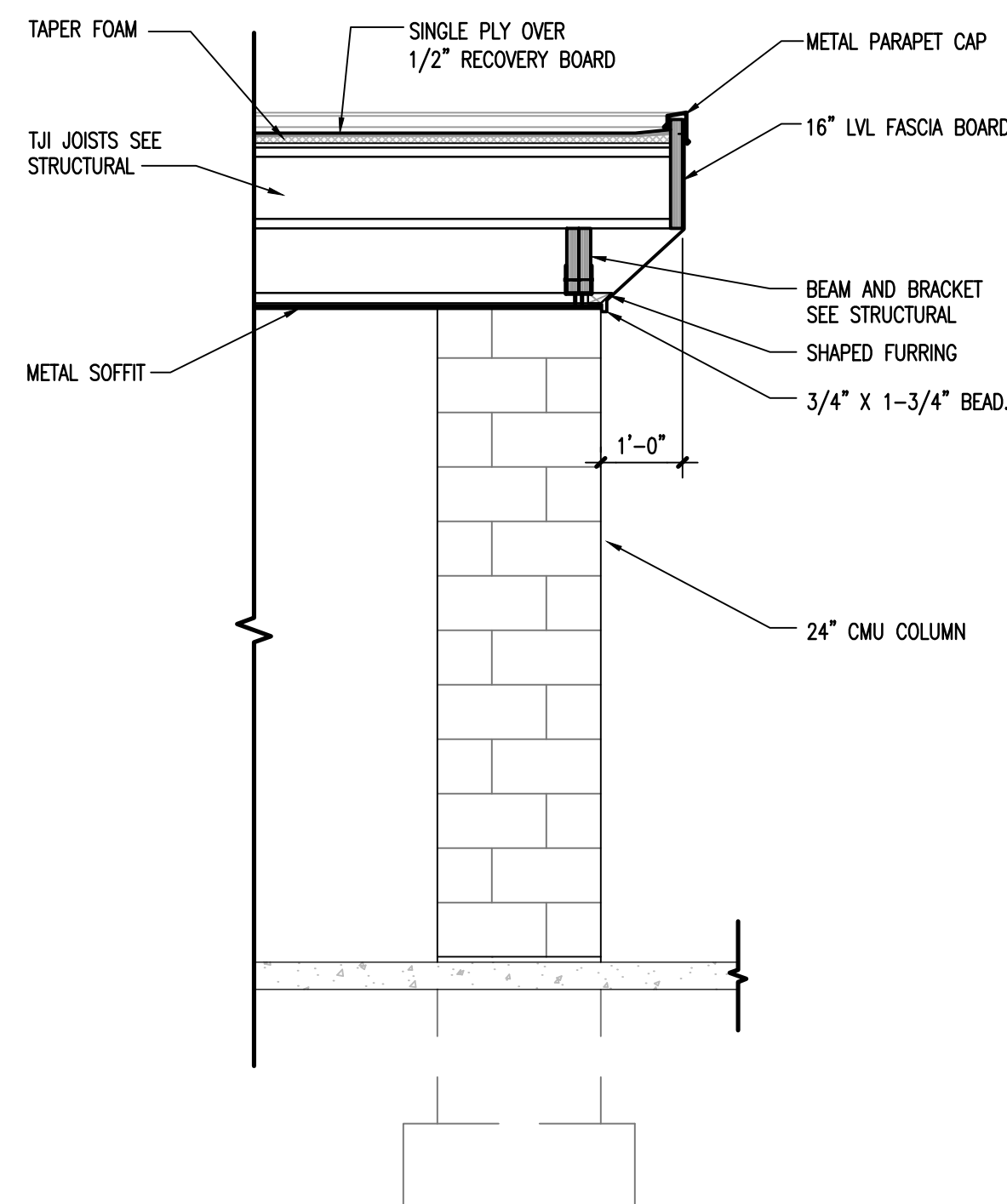
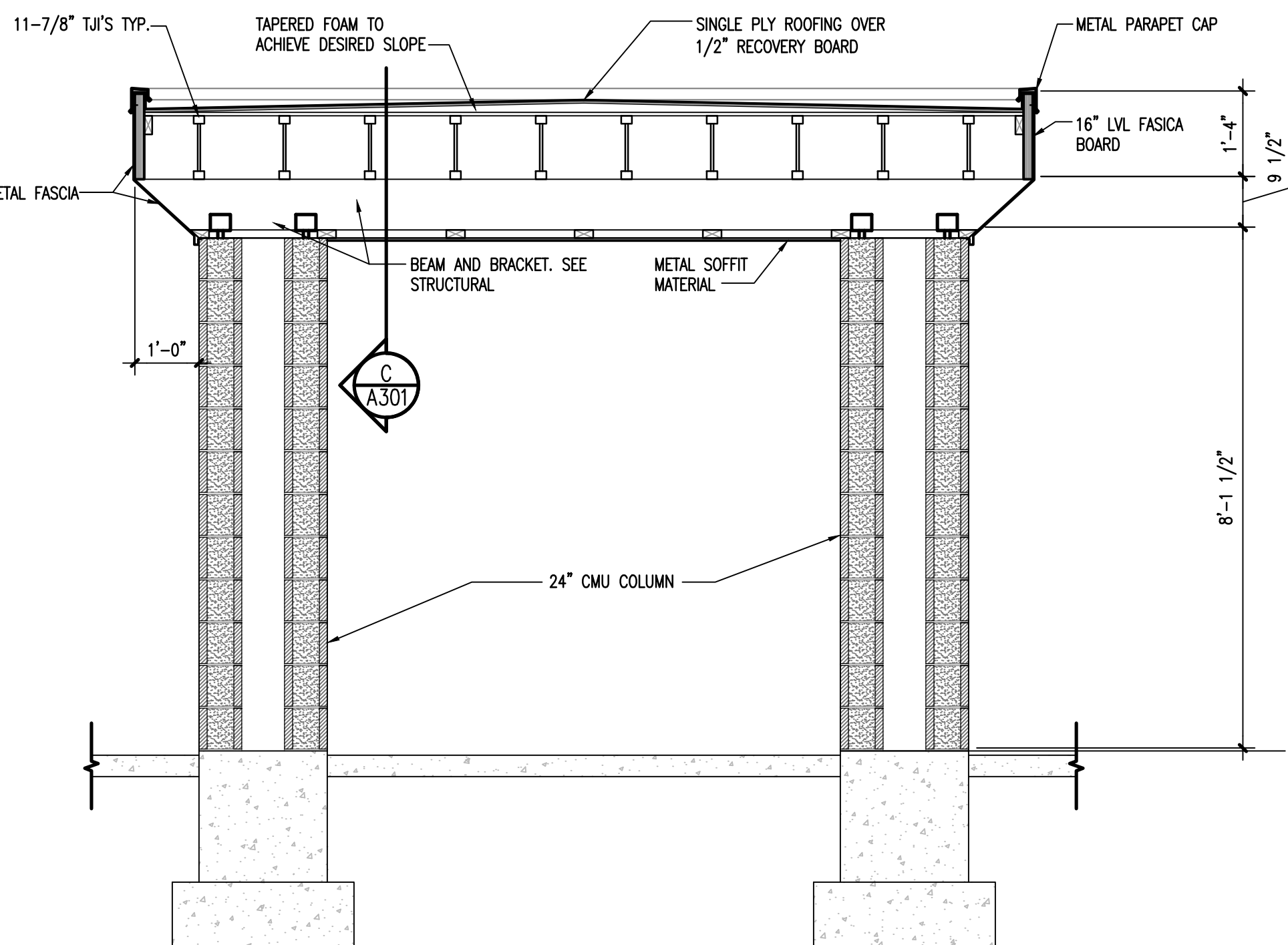
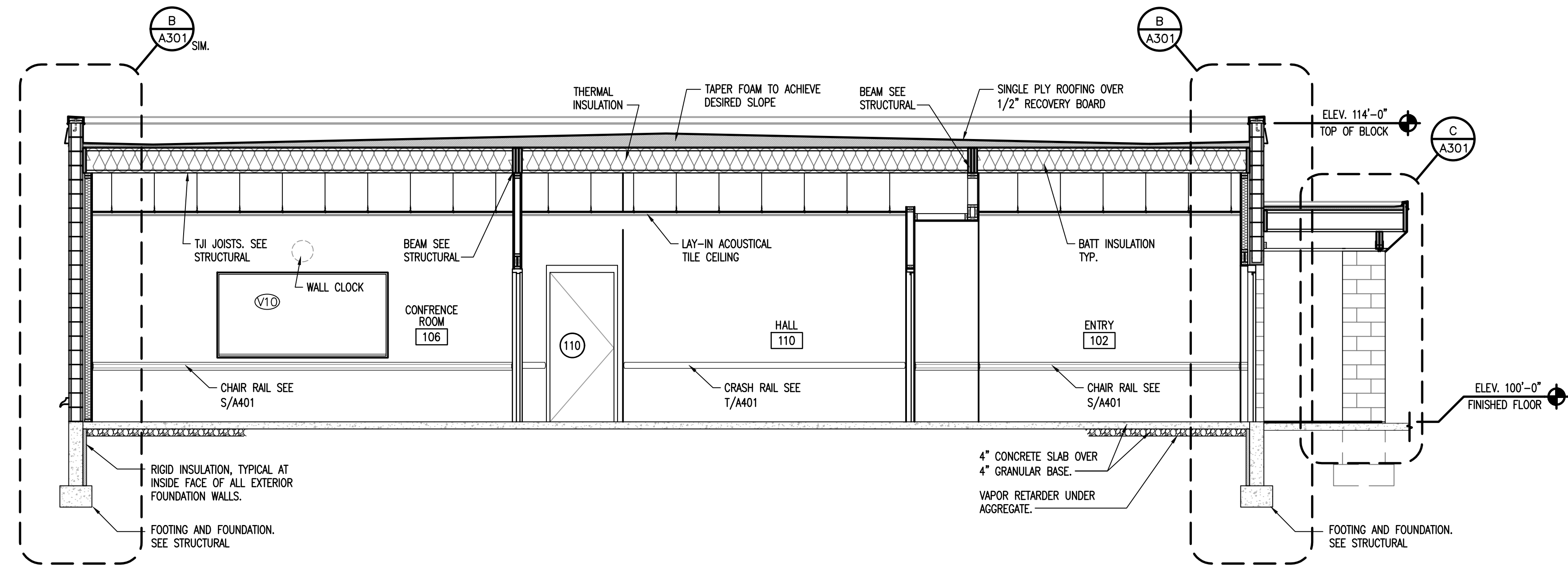
Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Mark	Date (or rev)	Description

Project Number:
PCA-1620
Plan Series:
EXISTING
Property Number:
527-5822

Sheet Title:
EXTERIOR
ELEVATIONS

Sheet:
A201



Release Date:
30-SEPT-2020

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ADDITION
RICHFIELD, UTAH

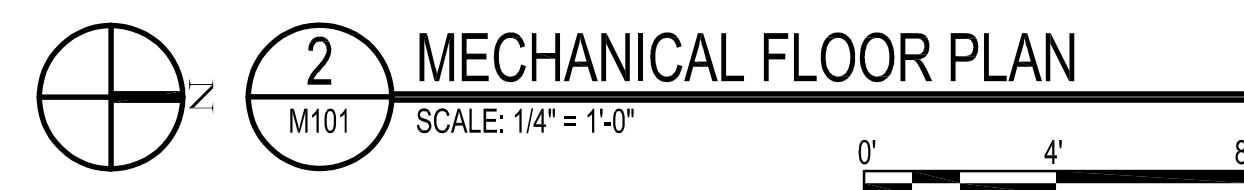
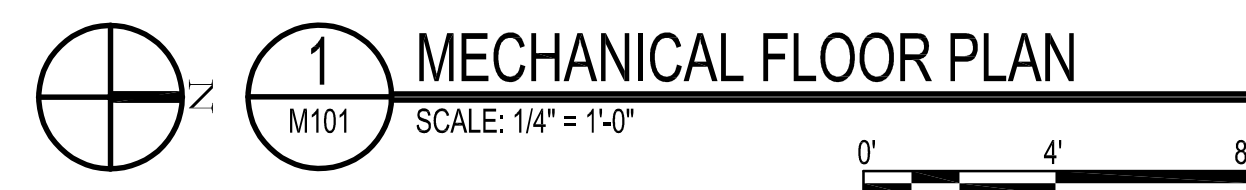
Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

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Project Number:
PCA-1620
Plan Series:
EXISTING
Property Number:
527-5822

Sheet Title:
BUILDING
AND WALL
SECTIONS

Sheet:
A301



M-101

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 VBFA Project Number: 18458
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