

Project Manual

ST. CLOUD SCHOOL DISTRICT 742

APOLLO RENOVATIONS AND ADDITIONS BP2

Saint Cloud, Minnesota

CD Submittal



St. Cloud

505 W Saint Germain. #200

St. Cloud, MN 56301

p 320.408.7008

Project Number: JLG 19230.04

Date: April 10, 2026

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SECTION 00 0105 - CERTIFICATIONS PAGE

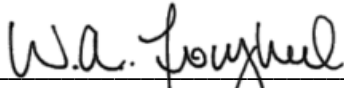
**ISD 742 – ST. CLOUD AREA SCHOOL DISTRICT
APOLLO RENOVATIONS AND ADDITIONS BP2**

ST. CLOUD, MINNESOTA

CERTIFICATIONS

Architect

I hereby certify that this Plan, Specification, or Report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect under the laws of the State of Minnesota.



Whitney Loughheed, AIA
Reg. No. 49185

April 10, 2026

Structural Engineer

I hereby certify that this Plan, Specification, or Report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

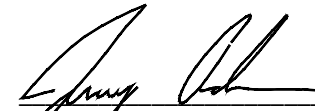


Eric Helminiak, PE
Reg. No. PE-51810

April 10, 2026

Civil Engineer

I hereby certify that this Plan, Specification, or Report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Jeremy Anderson, PE
Reg. No. PE-44223

April 10, 2026

Mechanical Engineer


I hereby certify that this Plan, Specification, or Report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.


Joseph Klinkhammer, PE
Reg. No. PE-58285

April 10, 2026

Electrical Engineer

I hereby certify that this Plan, Specification, or Report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.


Walter Wedan, PE
Reg. No. PE-53194

April 10, 2026

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PART 1 - GENERAL

1.1 PROJECT

- A. Apollo Renovations and Additions BP2
1000 44th Ave N
St. Cloud, MN 56303

1.2 OWNER

- A. St. Cloud Area School District 742
1201 2nd Street South
Waite Park, MN 56387

1.3 PRE-BID MEETING

- A. There will be a pre-bid meeting April 28th, 2026 at 3:00 PM. Please use the main entrance for access into the building.

1.4 SEALED BIDS DUE

- A. Tuesday May 12th, 2026 no later than 2:00 PM local time.

1.5 PLACE DUE (SEALED BIDS)

A. SUBMIT BIDS IN SEALED ENVELOPE TO THE ATTENTION OF:

Amy Skaalerud at St. Cloud Area School District 742, located at 1201 2nd Street South – Waite Park, MN 56387.

- B. Bids will be opened publicly and will need to be mailed or hand delivered in a sealed envelope.
- C. Sealed bids with bid security are required for the following packages:
 - 1. XXX

1.6 TYPE OF BIDDING, AND CLASSES OF WORK

- A. Owner will accept sealed bids from Bidders for the prime contract per specification section 00 2413 Contract Bid Categories (Contracts to be awarded on a lump sum Basis).
- B. See Section 00 2413 Contract Bid Categories for further description of individual contracts.

1.7 BIDDING DOCUMENTS

Plans and Specifications for submitting bids will be available for examination and distribution on or after April 15th, 2026. Documents may be reviewed at:

- A. Electronic Documents will be available for download from Bradbury Stamm Construction smart bid web site. Please contact Ben Omann (bomann@bradburystamm.com) at Bradbury Stamm Construction to receive an invite.

1.8 BID SECURITY:

- A. Required for all contracts. Submit certified check or acceptable Bidder's Bond payable to Owner in an amount equal to Five Percent (5%) of Total Base Bid, including alternates with each Bid per Instructions to Bidders.

1.9 RESPONSIBLE CONTRACTOR ACT:

- A. Required for all contracts \$50,000 and higher. Bidders are required to comply with the Minnesota Responsible Contractors Act (16C.285). Contractor's whose bid is greater than \$50,000 are to include the verification of Compliance.

1.10 PERFORMANCE BOND

- A. Performance Bond is required for all contracts \$175,000 and higher.
- B. Performance Bond is required in amount of 100 percent of Contract amount, including alternates.

1.11 PREVAILING WAGE

- A. There are no prevailing wage requirements for this project

1.12 REJECTION

- A. Owner reserves the right to reject any or all proposals and to waive Bidding formalities, and to award prime contracts to Bidder that Owner finds to their best advantage.
- B. Each Bidder agrees to waive any claim it has or may have against Owner, Architect, Engineer, and their respective employees, arising out of or in connection with administration, evaluation, or recommendation of any Bid.

1.13 PRIOR APPROVAL

- A. This Contract has a 7-calendar day prior approval clause for product Substitutions.

END OF SECTION

AIA[®] Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Apollo Renovations and Additions BP2
1000 44th Ave N
St. Cloud, MN 56303

THE OWNER:

(Name, legal status, address, and other information)

Independent School District #742
1201 2nd Street South
Waite Park, MN 56387

THE ARCHITECT:

(Name, legal status, address, and other information)

JLG Architects
505 West Saint Germain Street – Suite 200
St. Cloud, MN 56301

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Refer to 00 1113 Advertisement for Bid

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Requests for clarification should be via email

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least seven (7) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Refer to 00 1113 Advertisement for Bid

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

Refer to 00 1113 Advertisement for Bid

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Refer to 00 1113 Advertisement for Bid

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

Bid security will be retained by Construction Manager

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

- N/A

- .5 Drawings

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

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
TBD		

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 2213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Instructions to Bidders for Project consist of the following:

AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

PART 1 - DEFINITIONS

No modification or additions.

PART 2 - BIDDER'S REPRESENTATIONS

Add Section 2.1.3.1:

2.1.3.1 The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

Add Section 2.1.5:

2.1.5 The Bidder is a properly licensed Contractor according to the laws and regulations of State of Minnesota and meets qualifications indicated in the Procurement and Contracting Documents.

Add Section 2.1.6:

2.1.6 The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

PART 3 - BIDDING DOCUMENTS

3.4 - Addenda:

Delete Section 3.4.3 and replace with the following:

Addenda may be issued up to three days prior to the receipt of bids, except to delay the bid opening.

Add Section 3.4.4.1:

- 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
- 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 - BIDDING PROCEDURES

4.1 - Preparation of Bids:

Add Section 4.1.1.1:

4.1.1.1 Printable electronic Bid Forms and related documents are available from the Construction Manager.

Add Section 4.1.8:

4.1.8 The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

Add Section 4.1.9:

4.1.9 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

Add Section 4.1.10:

4.1.10 Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner. Refer to the purchase agent agreement form for tax exempt items.

4.2 Bid Security:

Add Section 4.2.1.1:

4.2.1.1 No bid will be considered, unless it is accompanied by a certified check or acceptable Bid Bond payable without condition to the Owner in an amount equal to five percent (5%) of the total bid. The certified check or bid Bond, which must accompany each bid, is required as a guarantee that the bidder will furnish a performance and payment bond and certificates of insurance as specified after notice that contracts have been awarded and to him and are ready for execution.

Add Section 4.2.1.2:

4.2.1.2 The Bid Security of the three lowest bidders will be retained until the contract has been awarded and executed, but no longer than thirty (30) days. Other deposits will be returned within seven calendar days after the opening of the bids.

4.3 - Submission of Bids:

No Modifications or Additions to this section.

4.4 - Modification or Withdrawal of Bids:

Add the following sections to 4.4.2:

4.4.2.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

PART 5 - CONSIDERATION OF BIDS

5.2 - Rejection of Bids:

Add the following to 5.2:

Bid forms containing alterations, additions, deletions, or qualifications are subject to rejection.

Add Section 5.2.1:

5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

Add the following to 5.3.1:

Notice is hereby given that if two low bids are identical or if only one bid is received; the Owner reserves the right to negotiate such bids as provided by Law.

PART 6 - POSTBID INFORMATION

6.3 - Submittals:

Add Section 6.3.1.4:

6.3.1.4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

PART 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 - Bond Requirements:

Add the following to paragraph 7.1.1:

The bonds stipulated by this paragraph shall be provided and paid for by the Contractor for the full amount of the contract.

Paragraph 7.1.1.1:

7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum for any contract \$175,000 and greater.

Add paragraph 7.1.4:

See General Conditions and Supplemental General Conditions for additional bond requirements.

PART 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

No modifications or additions.

PART 9 - EXECUTION OF THE CONTRACT

Add Article 9:

9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.

9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.

9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF SECTION

SECTION 002219 – RESPONSIBLE CONTRACTOR INFORMATION

PART 1 - GENERAL

1.1 PROJECT

Apollo Additions and Renovations BP2
1000 44th Ave N
St. Cloud, MN 56303

For all contracts exceeding \$50,000 the Contractor must conform to the requirements of the “Responsible Contractor” law enacted by the State of Minnesota. Bidders are required to comply with the Minnesota Responsible Contractor’s Act (16C.285). Contracts whose bid is greater the \$50,000 are to include the verification of Compliance. A sample form is attached.

END OF SECTION

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RESPONSIBLE CONTRACTOR ACT – VERIFICATION OF COMPLIANCE

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

Project Name and Number: _____

I, _____, solemnly affirm under oath that I am an owner or officer of
_____ (“the Contractor”) and state under oath that:

- 1. The Contractor meets all of the minimum criteria established in subdivision 3 of the Minnesota Responsible Contractor Law, Minnesota Statute section 16C.285; and any additional criteria that the contracting authority has included in the definition of responsible contractor in the bidding documents.
- 2. All subcontractors that the Contractor intends to retain have verified to the Contractor through a signed statement under oath by an owner or officer that they also meet the same minimum criteria, and that they have listed the subcontractors they intend to retain. Subject to the Contractor’s right to add subcontractors, those subcontractors are:

- 3. I declare under penalty of perjury that, to the best of my knowledge, everything I have stated in this document is true.

By: _____

Title: _____

Subscribed and sworn to before me this day of __20__

Notary Public

END OF SECTION

00 2219 - 4
JLG 19230.04

Apollo Renovations and Additions BP2
Responsible Contractor Form

SECTION 00 2413 – CONTRACT BID CATEGORIES

PART 1 – GENERAL

1.01 DIVISION OF CONTRACT

- A. This is a Construction Management Project. There is no General Contractor. The Owner will award separate contracts for all contracts described in this section. The Project will be administered, managed, and coordinated by the Construction Manager.
- B. Although each Contract involves an obvious and recognizable segment of “conventional” subcontracting, multiple contract performance requires that adjustments be made to permit the completion of a contract as a construction unit. Each contractor is to review the total scope of their responsibilities with respect to their work and provide for the same in their proposal.
- C. All work relative to the project is identified by the Contract Documents. Each contract is required to review all portions of the Contract Documents to completely determine their Scope of Work, and to become familiar with the scope of work of others. Nothing contained in the work scope description shall be constructed as overriding or changing the Contract Documents. Disputes concerning the assignment of work between prime contracts will be interpreted by the Construction Manager, and recommendations for resolution of the dispute provided to the Architect.
- D. The Scope of each Contractor’s work is defined in this section. Each contractor shall familiarize themselves with the requirements of those contracts that interface with their own. The Contractor shall consider the fact that their work follows the work of another contractor and that still another contractor will interface with the work of their own.
- E. Nothing contained in the contract documents and especially in the work scope shall be construed as a work assignment to any construction industry trade. Each Contractor is responsible for their own decision on work assignments and shall make them in accordance with the prevailing practice in the project, and in such a way that neither their progress nor the progress of others shall be adversely affected by the Contractor’s decision.
- F. There is no limit to the number of Contracts or combination of Contracts any one Contractor can bid. The Owner reserves the right to award individual contracts or any combination of contracts according to bids received.
- G. The Owner may purchase certain material and equipment items to be incorporated into the work by designated Contractors. The designated Contractor is to accept delivery and unload, handle, store and install the appropriate items. Upon delivery, the designated Contractor is to verify product suitability, quantity, quality and condition as soon as it can be ascertained and shall accept care, custody and control responsibility as if they were their own purchase.
- H. The provisions of the General Conditions, Supplementary Conditions and Division 1 General Requirements apply to the work of each contract.

1.02 TRADE CONTRACT WORK SCOPES

A. Definitions

The following term used in the Contract Work Scope definitions are hereby defined as follows:

1. Supply: Contractor to provide Owner with specified item(s) for installation by others. All applicable taxes, freight charges, marking, protection and delivery to job site are the responsibility of the “Supply Only” contractor. Contractor to provide 48-hour advance notice on shipments to the job site. If 48-

hour notice is not given, shipment may be refused by Construction Manager. Deliveries by 'Supply Only' contractors must be made to the job site at times to permit unloading by the installing contractor prior to the end of normal working hours. Overtime premiums required for unloading of materials after normal working hours shall be paid by the Supply Contractor.

2. Installation: contractor to unload, store, protect, sort, distribute and set/fix in place materials/items supplied by others as per the specifications and plans. All mounting hardware not part of the "Supply Only" contract is to be furnished by the installation contractor.
3. Provide: Contractor is responsible for the supply and installation of specified materials/items including delivery and unloading at the job site.

B. With the exception of the Supply Only contractors, **all contractors are responsible for the following eleven (11) scope items.**

1. Maintenance of safe working conditions for employees and others working in the vicinity; maintenance an ongoing safety program while on site. Contractor shall submit a comprehensive Safety Plan to the Construction Manager upon award of contract.
2. Temporary walls, Barricades and cover related to contractor work for maintenance of security, safety and cleanliness.
3. Ongoing clean-up of work area and removal of debris related to contractors work outside the construction limits indicated on the drawings.
4. Restoration of site locations disturbed by contractors work outside the construction limits indicated on the drawings.
5. Attendance at weekly site coordination meetings as scheduled by the Construction Manager during the duration of the contractor's work on site.
6. Coordination with Owner and other contractors on site and the requirements of the construction schedule.
7. Mobilizations as required and scheduled by the Construction Manager.
8. Submittals, shop drawings and samples as specified.
9. All specified testing shall be by Owner. Costs of testing that fails and cost of retesting shall be paid by Contractor.
10. Layout work from Owner supplied benchmarks/grid lines.
11. Contractor is required to coordinate with Construction Manager and Owner for scheduling of work to maintain egress from the existing building through the construction work zone.

C. Work Scopes:

Separate proposals will be received for the following prime contracts:

XX XXXXXXX, Complete – Material & Installation
XX XXXX XXXXXXXXXXXXX

Scope Notes:

1. XXXX

END OF SECTION

SECTION 00 2600 - PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Requirements for submitting substitution requests for materials, products, equipment and methods of construction from those required by the Procurement Documents, during the procurement phase and prior to execution of the Owner/Contractor Agreement.

1.02 SUBSTITUTIONS (DURING THE PROCUREMENT/BIDDING PHASE)

- A. The technical specification sections may have several materials, products, equipment and methods of construction specified under the same heading. Selection of a specified materials, products, equipment and methods of construction shall be at the option of the Bidder. Where materials, products, equipment and methods of construction are specified accompanied with the phrase "Or Equal", "Approved Substitution", or similar verbiage, the Bidder may submit materials, products, equipment and methods of construction for approval in accordance with the requirements of this Document.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect (or Construction Manager as applicable) at least seven working days prior to the date for receipt of Bids.
 - 1. Submit each request for substitution on the Architect's "Procurement Substitution Request Form" included at the end of this Section.
 - 2. Submit one material, product, equipment and methods of construction per request form, either duplicated from the Project Manual or available from the Architect's office.
 - 3. Submittals not accompanied by this form properly filled in and endorsed, will be discarded without review. NO EXCEPTIONS.
 - 4. Where specified materials, products, and equipment are accompanied by a color, pattern or finish selection, requests for substitution shall include an actual sample of the proposed color, pattern or finish for review.
 - 5. Where multiple materials, products or equipment are specified within a single specification section, specifically identify which product you wish to substitute.
- C. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or rejection of a proposed substitution shall be final.
- D. Materials, products, equipment and methods of construction approved by this substitution procedure will be issued in an Addendum.
- E. Refer to Section 01 2500 for requests for substitutions after execution of the Owner/Contractor Agreement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

PROCUREMENT SUBSTITUTION REQUEST FORM

TO: JLG Architects
505 W Saint Germain Street, Suite 200
St. Cloud, MN 56301

Phone: 320-408-7009
Contact: Whitney Loughheed
wloughheed@jlgarchitects.com

PROJECT: Apollo Renovations and Additions BP2, Saint Cloud, Minnesota

Section Number _____ Section Title _____

Specified Product _____

Proposed Substitution _____

All of the following questions must be answered. Incomplete forms will be not be reviewed.

1. The following supporting data is attached:
 Drawings Product Data Samples Tests Reports
2. Does the proposed substitution affect dimensions shown on Drawings, or functional clearances?
 YES NO
3. Does the proposed substitution change the design or details shown on the Drawings?
 YES NO
4. Does the proposed substitution affect other trades?
 YES NO
5. Does the proposed substitution affect maintenance service, or source of replacement parts, if applicable?
 YES NO
6. Does the proposed guarantee or warranty differ from that specified?
 YES NO
7. If "YES" to Items 2, 3, 4, 5 or 6 above, attach a thorough explanation on your company letterhead.
8. If there are other major differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead.
9. The proposed substitution was used within the last 24 months on the following project:
 Project Name _____
 Location _____
 Architect _____ Telephone No. _____
10. Has the proposed substitution been used on a JLG Architects project within the last 12 months?
 YES NO; If yes, which project? _____
11. The undersigned states that the function, appearance and quality of the substitution item are equivalent or superior to the specified item.

Submitted By: Firm _____ Signature _____
Address _____
Telephone _____ Fax _____
Date _____ E-Mail _____

For Use By Design Consultant: Accepted Accepted As Noted Not Accepted Received Too Late
Name _____ Signature _____
Date _____ Remarks _____

SECTION 00 3100 - AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders
- B. Geotechnical Report: Entitled Proposed Apollo High School as prepared by CVT, Chosen Valley Testing, Inc. Dated November 14, 2025.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Design Phase Geotechnical Report:

Proposed Apollo High School
1000 44th Avenue North
St. Cloud, Minnesota
CVT# 26374.25.MNS

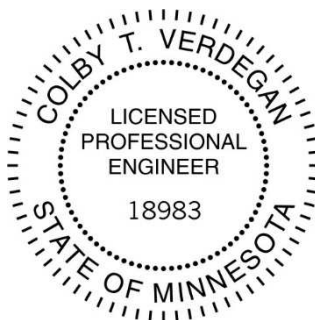
Prepared for:

Amy Skaalerud
Executive Director of Finance & Business
St. Cloud Area School District ISD 742

c/o Eric Helminiak
Origin Design

Certification:

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly licensed engineer under the laws of the State of Minnesota.



Colby T. Verdegan, PE
Geotechnical Engineer
Registration Number 18983
Date: November 14, 2025

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing, 414 37th Ave N, St. Cloud, Minnesota (320) 774-3500 Fax: 1-320-774-3554
Email: stcloud@chosenvallleytesting.com

Amy Skaalerud, Executive Director of Finance & Business
St. Cloud Area School District ISD 742
1201 2nd Street South
Waite Park, MN 56387
Email: amy.skaalerud@isd742.org

November 14, 2025

c/o: Eric Helminiak
Origin Design
137 Main Street
Suite 100
Dubuque, Iowa 52001
Cell: 563-690-6946
Email: eric.helminiak@origindesign.com

**Re: Design Phase Geotechnical Evaluation
Proposed Apollo High School Improvements
1000 44th Avenue North
St. Cloud, Minnesota
CVT Project 26374.25.MNS**

Dear Mr. Hay,

As authorized, we have completed the geotechnical evaluation for the proposed school improvements and improvements at Apollo High School in St. Cloud, Minnesota. This letter briefly summarizes the findings in the attached report.

Summary of Boring Results

Most of the borings were drilled in green areas and met sandy topsoil to depths of about ½ to 2 feet. One boring was drilled in a paved area and met about 10 inches of pavement materials overlying another layer of buried pavement to a depth of 2 feet.

Below the surficial layers, most of the borings met fill or soils suspected to be fill and termed “possible fill” to depths of about 4 to 14 feet. The fill soils were typically dark colored. The possible fill in the ball field areas was also dark and might be natural B-Horizon soil. The deep possible fill in the building areas tended to be light brown and did not include any obvious indications of fill, such as debris or mixing, and might be engineered fill from construction of the existing facility.

Below the fill, the borings encountered glacial outwash deposits consisting of clean sands (poorly graded sand to poorly graded sand with silt). Most of the borings terminated in these soils.

The borings drilled at for the storm shelter addition had an overall similar profile as the other borings but met silty and/or clayey soils at the bottom of the profile and terminated in those soils.

Water was observed in all but one of the borings from depths of 10 to about 20 feet. These depths correspond to elevations between 1022 feet and 1030 ½ feet. We would expect groundwater levels to fluctuate similarly to nearby lakes and rivers, along with local weather patterns.

Summary of Analysis and Recommendations

The topsoil and paving materials should be removed from below the building areas, along with any fill, foundations, utilities or other unsuitable materials. At the building locations explored, the topsoil materials appear to be about ½ to 2 feet thick. The fill appeared to extend to depths of about 4 to 9 feet below the surface with most being around 6 ½ feet.

The deep possible fill appeared to extend to about 12 or 14 feet. For planning purposes, we typically recommend assuming that plans be based on removing the possible fill materials, subject to closer review during grading. Because of the depth and location of that material relative to existing site structures, we recommend reviewing this situation more closely in advance of the construction. – with additional exploration and/or review of construction records. If the material is confirmed to be fill, rammed aggregate piers or other specialized treatment options may be more feasible than standard soil corrections.

We recommend using clean sands as replacement fill where needed. The natural sands and deep possible fill sands would likely be suitable. The dark nature of the existing fill suggests it includes spoil material from the initial construction and would be difficult to reuse.

Foundations are expected to bear upon native sands or engineered granular fill overlying the native soils. Based on the understood structural loads, and with proper implementation of our recommendations, we are of the opinion that foundations may be designed to exert a bearing pressure of up to 4,000 psf. Total post construction settlement of footings supporting the maximum projected foundation loads is expected to be less than 1 inch. Differential settlement for footings that are similarly loaded is expected to be ½ inch or less.

Remarks

We appreciate the opportunity to serve you. If you have any questions about our report, please feel free to contact us at (651) 756-7384.

Sincerely,
Chosen Valley Testing, Inc.



Hannah Fischer
Graduate Geological Engineer



Colby T. Verdegan, PE
Sr. Geotechnical Engineer

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**Design Phase Geotechnical Report
Proposed Apollo High School Improvements
1000 44th Avenue North
St. Cloud, Minnesota**

CVT Project Number: 26374.25.MNS
Date: November 14, 2025

A. Introduction

The intent of this report is to present our findings to the client in the same logical sequence that led us to arrive at the opinions and recommendations expressed. Since our services often must be completed before the design is finished, assumptions are often needed to prepare a proper scope and to analyze the data. A complete and thorough review of the entire document, including its assumptions and its appendices, should be undertaken immediately upon receipt.

A.1. Purpose

This geotechnical report was prepared to aid in the design and construction of the proposed additions and improvements for Apollo High School in St. Cloud, Minnesota. Our services were authorized by Amy Skaalerud, Executive Director of Finance & Business of the St. Cloud Area School District ISD 742. The design firm for this project is Origin Design.

A.2. Scope

To obtain data for analysis, a total of fourteen (14) borings were authorized and drilled at the site. Eight (8) building addition borings were drilled to the planned depth of about 25 feet and six (6) borings to depths of about 15 feet in the ball field areas. Our engineering scope consisted of providing this report summarizing our procedures, findings and geotechnical recommendations for the proposed improvements.

A.3. Boring Locations and Elevations

The boring locations were indicated to Chosen Valley Testing Inc. on a site plan provided by the client. The Boring Location Sketch in the Appendix of this report shows the approximate locations of the borings as drilled and was made by superposing GPS coordinates for the borings onto aerial imagery, using Google Earth software.

Ground surface elevations at the borings were estimated to the nearest ½-foot from LiDAR topographic data available by the Minnesota Department of Natural Resources using their online software “MnTOPO”.

A.4. Geologic Background

A geotechnical report is based on subsurface data collected for the specific structure or problem. Available geologic data from the region can help interpretation of the data and is briefly summarized in this section.

Geologic maps indicate the soils in the area are dominated by glacial outwash. Bedrock is commonly on the order of 50 to 100 feet below the surface and is not a consideration for this project.

B. Subsurface Data

The borings were performed using penetration test procedures (Method of Test D1586 of the American Society for Testing and Materials). This procedure allows for the extraction of intact soil specimen from deep in the ground. With this method, a hollow-stem auger is drilled to the desired sampling depth. A 2-inch OD sampling tube is then screwed onto the end of a sampling rod, inserted through the hole in the auger's tip, and then driven into the soil with a 140-pound hammer dropped repeatedly from a height of 30 inches above the sampling rod. The sampler is driven 18 inches into the soil, unless the material is too hard. The samples are generally taken at 2½ to 5-foot intervals. The core of soil obtained was classified and logged by the driller on site and a representative portion was then sealed and delivered to the geotechnical engineer for further review.

B.1. Stratification

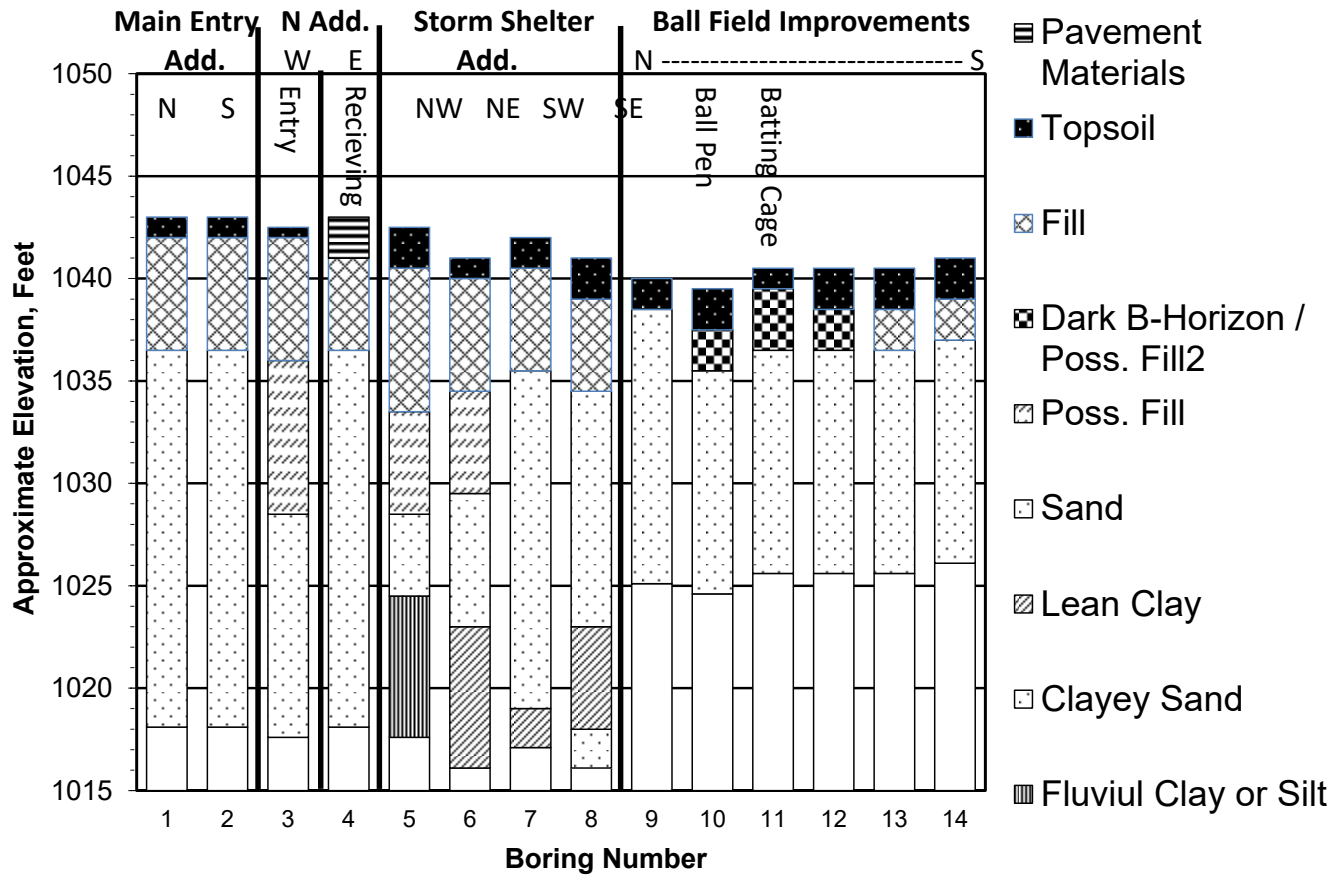
Most of the borings were drilled in green areas and met sandy topsoil to depths of about ½ to 2 feet. One boring was drilled in a paved area and met about 10 inches of pavement materials overlying another layer of buried pavement to a depth of 2 feet.

Below the surficial layers, most of the borings met fill or soils suspected to be fill and termed “possible fill” to depths of about 4 to 14 feet. The fill soils were typically dark colored. The possible fill in the ball field areas was also dark and might be natural B-Horizon soil. The deep possible fill in the building areas tended to be light brown and did not include any obvious indications of fill, such as debris or mixing, and might be engineered fill from construction of the existing facility.

Below the fill, the borings encountered glacial outwash deposits consisting of clean sands (poorly graded sand to poorly graded sand with silt). Most of the borings terminated in these soils.

The borings drilled at for the storm shelter addition had an overall similar profile as the other borings but met silty and/or clayey soils at the bottom of the profile and terminated in those soils.

The boring data has been summarized in the following cross-section. Please refer to the individual Log of Boring sheets in the Appendix for more detailed information.



B.2. Penetration Test Results

The number of blows needed for the hammer to advance the penetration test sampler is an indicator of soil characteristics. The number of blows to advance the sampler 1 foot is called the penetration resistance or “N”-value. The results tend to be more meaningful for natural mineral soils than for fill soils. In fill soils, compaction tests are more meaningful.

Most of the fill and possible fill returned penetration resistance values ("N" Values) of 10 to 32 blows per foot (BPF), suggesting it was likely compacted. The exception was the fill at the north entry which had values of 4 to 6 BPF. The natural sands returned penetration values of 9 to 20 BPF indicating they were loose to medium dense, but mostly medium dense. The natural clays and silts returned values of 8 to 12 BPF indicated they were medium to rather stiff.

A key to descriptors used to qualify the relative density of soil (such as *soft*, *stiff*, *loose*, and *dense*) can be found on the Legend to Soil Description in the Appendix.

A pocket penetrometer was used to estimate the compressive strength of the cohesive soils. Values of ¼ to 1 ton per square foot (tsf) were recorded in the glacial till clays. Values of ¼ to greater than ½ tsf were recorded in the glacial fluvium clays and silts.

B.3. Groundwater Data

During drilling, the drillers may note the presence of moisture on the sampler, in the cuttings, or in the borehole itself. These findings are reported on the boring logs. Because water levels vary with weather, time of year, and other factors, the presence or lack of water during exploration is subject to interpretation and is not always conclusive.

Water was observed in all but one of the borings from depths of 10 to about 20 feet. These depths correspond to elevations between 1022 feet and 1030 ½ feet. We would expect groundwater levels to fluctuate similarly to nearby lakes and rivers, along with local weather patterns.

C. Design Data

Because each structure has a different loading configuration and intensity, different grades, and different structural or performance tolerances, the results of a geotechnical exploration will mean different things for different facilities. If the facility changes, Chosen Valley Testing should be contacted to discuss possible implications of the changes. Without a chance to review such changes, the recommendations of the soils engineer may no longer be valid or appropriate.

The project consists of the construction of several additions to the school including a gymnasium/storm shelter, new entries, and offices. The building additions are to be one-story tall and are assumed to be slab-on-grade structures.

Design information and loads were provided to us by Origin Design. The 12,000 s.f. gymnasium is to be constructed primarily of precast walls and roofing with maximum bearing wall loads of about 18 klf and non-load bearing continuous footings with loads of about 5 klf. The receiving addition will be 1,000 s.f. and is to be constructed of a combination of CMU, brick, and steel beams and columns with structural footing loads of 2.5 klf and maximum column loads of 15 kips. The northwest entry will be 750 s.f. and constructed of steel columns, steel beams, and a precast wall. Maximum bearing wall loads are assumed to be on the order of 3 klf and maximum column loads are to be about 10 kips. The 5,200 s.f. main entry and office addition will be constructed of a combination of steel columns and steel beams or joists, and a precast wall. The maximum footing loads will be 2 klf and the maximum column loads will be 70 kips.

We have assumed finished grades will be close to that of the existing building, which is believed to be about elevation 1044 feet based on MnTOPO ground surface elevations.

The ball field improvements appear to consist of a new batting cage and ball pen as well as new or upgraded paved areas around the ball fields. Infiltration areas may also be required.

D. Analysis

The topsoil and paving materials should be removed from below the building areas, along with any fill, foundations, utilities or other unsuitable materials. At the building locations explored, the topsoil materials appear

to be about ½ to 2 feet thick. The fill appeared to extend to depths of about 4 to 9 feet below the surface with most being around 6 ½ feet.

The deep possible fill appeared to extend to about 12 or 14 feet. For planning purposes, we typically recommend assuming that plans be based on removing the possible fill materials, subject to closer review during grading. Because of the depth and location of that material relative to existing site structures, we recommend reviewing this situation more closely in advance of the construction. – with additional exploration and/or review of construction records. If the material is confirmed to be fill, rammed aggregate piers or other specialized treatment options may be more feasible than standard soil corrections.

We recommend using clean sands as replacement fill where needed. The natural sands and deep possible fill sands would likely be suitable. The dark nature of the existing fill suggests it includes spoil material from the initial construction and would be difficult to reuse.

Foundations are expected to bear upon native sands or engineered granular fill overlying the native soils. Based on the understood structural loads, and with proper implementation of our recommendations, we are of the opinion that foundations may be designed to exert a bearing pressure of up to 4,000 psf. Total post construction settlement of footings supporting the maximum projected foundation loads is expected to be less than 1 inch. Differential settlement for footings that are similarly loaded is expected to be ½ inch or less.

The remainder of this report provides more details of our recommendations for the proposed structure.

E. Building Recommendations

E.1. Grading Recommendations

E.1.a. Soil Corrections: The topsoil, paving materials and fill are not suitable for support and should be removed from all building areas, along with any deeper root zones, old foundations, utilities, or other deleterious materials that may be discovered during construction. The tabulation shows the apparent depth (rounded to the nearest half foot) of these materials at the boring locations in the building area and also includes the possible fill materials as well.

Building Area	Boring ID	Approx. Ground Surface Elev. (feet)	Apparent Depth of Unsuitable Soils (feet)	Approx. Elevation at Bottom of Unsuitable Soils (feet)
NW Entry	B-01	1043	6 ½	1036 ½
NE Receiving	B-02	1042 ½	6 ½ (14)	1036 (1028 ½)
Main Entry	B-03	1043	6 ½	1036 ½
	B-04	1043	6 ½	1036 ½
Storm Shelter/ Gymnasium	B-05	1042 ½	9 (14)	1033 ½ (1028 ½)
	B-06	1041	6 ½ (11 ½)	1034 ½ (1029 ½)

	B-07	1042	6 ½	1035 ½
	B-08	1041	6 ½	1034 ½
Ball Pen	B-23	1039 1/2	2	1037 ½
Batting Cage	B-24	1040 1/2	1 (2)	1039 ½ (1038 ½)

() Depth of excavation including possible fill

E.1.b. Geotechnical Review of Bearing Soils: We recommend that Chosen Valley Testing be retained to evaluate the localized soil conditions once they are better exposed. Subject to that review, additions or changes to our recommendations may be deemed warranted.

E.1.c. Oversizing: Any stripping or corrective excavations should be oversized at least 1 foot beyond the foundations for each foot of fill needed below footing grade. This oversizing can be reduced by up to 50% if rather precise staking is present during grading.

E.1.d. Surface Compaction, Filling and Compaction: Exposed soils within 2 feet of the bottom of the footing trenches for the storm shelter should be surface compacted by several passes of a large turtle type compactor or similar implement.

All fill materials below the building, in the oversized areas, or used as backfill of walls should be compacted to a minimum of 95% of its maximum standard Proctor density (ASTM D 698).

For ease in compaction, we recommend using clean sands or gravels having less than 12% particles passing a number 200 sieve where fill is need below footings or slabs. The natural sands and deep possible fill sands that classify as poorly graded sands or poorly graded sands with silt would be expected to meet this gradation. The dark nature of the existing fill suggests it includes spoil material from the initial construction and would be difficult to reuse. For that reason, we recommend assuming that the obvious fill soils are not suitable.

We recommend placing a layer of cleaner sand, having less than 5% particles passing the number 200 sieve, as fill in the upper 4 to 6 inches of the subgrade of slab areas which will receive floor coverings or coatings that are less permeable than concrete.

E.2. Building Design

E.2.a. Foundation Depth: We recommend placing foundations at least 42 inches below the exposed ground surface for frost protection. Footings for unheated structures should ideally be placed 60 inches below the surface.

E.2.b. Bearing Capacity: Foundations are expected to bear upon native clean sands or engineered fill overlying native soils. Based on the understood structural loads, and with proper implementation of our recommendations, we are of the opinion that foundations for the building additions may be designed to exert a bearing pressure of up to 4,000 psf. This capacity includes a safety factor of at least 3 against shear failure.

E.2.c. Settlement: Based on a bearing capacity of 4,000 psf, total settlements under the maximum projected foundation loads are expected to be less than 1 inch. Differential settlement for footings that are similarly loaded is expected to be ½ inch or less.

E.2.d. Vapor Barrier: If the slab will receive coverings that are less permeable than concrete, a vapor barrier should be placed below the slab. Some contractors prefer to place this barrier below the sand, to limit the potential for curling.

E.2.e. Slab Design: The completed slab subgrade is expected to consist of relatively clean granular fill sand overlying relatively clean natural sands. We recommend using a modulus of subgrade reaction of 200 pci for the predominately sand subgrade.

E.2.f. Lateral Support/Resistance: Backfill placed against retaining walls/below grade walls should be compacted to at least 95% of its maximum standard Proctor density (ASTM D 698). Lateral resistance will depend on the materials used. We recommend clean sands or gravels having less than 10% particles passing a #200 sieve as fill around below-grade walls. The following table includes recommended support values for clean sands. These values do not include a safety factor.

Poorly Graded Sands (SP) 95% standard Proctor density	
Internal Friction Angle (degrees)	34
Cohesion (psf)	0
Coefficient of Friction between Concrete and Soil	0.5
Moist Unit Weight (pcf)	120
Backslope Behind Wall (degrees)	0 (Flat)
At-Rest Coefficient (K _o)	0.44
Active Coefficient (K _a)	0.28
Passive Coefficient (K _p)	3.54
Equivalent At-Rest Fluid Earth Pressure (psf/ft of wall height)	55

The actual loads exerted on the structure will depend on the movement or flexure of the structure. For sand fill, horizontal movement or flexure of about 0.2% of the height of soil retained may be sufficient to mobilize frictional forces from the at-rest state to the active state.

F. Pavement Recommendations

F.1. Stripping and Grading

We recommend stripping all existing topsoil from below pavements along with any otherwise unsuitable materials that may be encountered within 2 feet below the pavements. Below this depth, it should be adequate to strip the root zone. At the locations explored, about 1 to 2 feet of removal would be expected.

New fill needed in paved areas should consist of a uniform soil type. To promote uniformity with the existing soils, we recommend using cleaner sands or gravels having less than 12% particles passing a #200 sieve.

Fill placed in the upper 3 feet of the subgrade should be compacted to at least 100% of its maximum standard Proctor density. Below 3 feet, compaction to at least 95% is recommended. Compaction to 90% is usually sufficient in green areas.

The completed pavement subgrade should be able to pass a proof roll test using a loaded tandem axle truck. Areas not passing the proof roll test should be reworked and stabilized as needed to pass the test roll.

F.2. Pavement Design

Pavement subgrades are expected to consist of relatively clean sands. We recommend using an R-value of 50 for pavement design. We recommend a pavement section consisting of at least 3 1/2 inches of asphalt over 6 inches of class 5 aggregate base in auto traffic areas. In heavy traffic areas, we recommend at least 4 inches of asphalt over 8 inches of aggregate base. These pavement sections should be considered preliminary and subject to review by the civil consultant, based on more specific traffic volumes and their experience with pavement performance in the project area.

G. Estimated Infiltration

The borings encountered generally clean sands. The following table presents the recommended infiltration rate per soil type from the MPCA Minnesota Storm Water Manual (updated from Version 2X). Please see the individual Log of Boring sheets in the Appendix for soil classification details at each location and depth.

Unified Soil Classification System, USCS	Infiltration Rate (inches/hour)
Poorly Graded Sand (SP)	0.8
Poorly Graded Sand with Silt (SP-SM)	0.8
Silty Sand (SM)	0.2 to 0.45

The poorly graded sands typically have much higher infiltration rates than the MPCA table rates. Our experience is that silty sands tend to have much lower rates. Infiltration of undocumented fill soils are also difficult to assess due to less predictable variations in soil composition and density. Double ring infiltrometer testing is strongly recommended to provide site specific infiltration values and would need to be performed at the bottom of the infiltration structures.

H. Construction Testing and Documentation

H.1. Excavation

Stripping can likely be performed with a variety of equipment, although rubber-tired traffic tends to have difficulty on sand subgrades. A backhoe is recommended for deep excavations. The dominant soils are expected to classify as Type C soils, as defined by OSHA.

H.2. Dewatering

As noted before, water was encountered from 10 to 20 feet below the surface. Because of the high permeability of the dominant sands, dewatering wells or sand points would likely be needed to excavations into the water table.

H.3. Cold Weather

If the excavation occurs during freezing temperatures, good winter construction practices should be used. Frozen fill should be thawed before placing and filling should not take place on frozen ground. Slab areas should be completely thawed prior to placing concrete.

H.4. Construction Testing and Documentation

The bottom of the excavations should be evaluated and documented by qualified geotechnical personnel to assess the soils at bearing depth. Fill placed below building areas should be evaluated for conformance to the project gradation recommendations and should be tested for compaction. If filling proceeds during periods of freezing weather, full-time testing should be considered to help confirm that imported fill is thawed prior to and during compaction, and that all snow has been removed before placement of the fill.

Although our firm offers testing services relating to civil and structural components of the structure (such as concrete testing, reinforcement observations, etc.), specification of such services is beyond our work scope and the designer should be consulted as to such requirements.

I. Level of Care

The services provided for this project have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area, under similar budget and time constraints. This is our professional responsibility. No other warranty, expressed or implied, is made.

Appendix

Boring Location Sketch

Log of Boring # 1-8, 14-15, 22-25

Legend to Soil Description



Legend

- ⊙ Boring Locations

Boring Location Sketch

Apollo High School Improvements

1000 44th Avenue North,

St. Cloud, Minnesota

Project Number: CVT 26374.25.MNS



LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-01	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1043.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1042.4	0.6		7 INCHES BITUMINOUS.			Elevations were estimated using the MnDNR's program MnTopo and should be considered approximate.
1042.2	0.8		3 INCHES AGGREGATE BASE.			
1041.9	1.1		3 INCHES BITUMINOUS.			
1041.0	2.0		11 INCHES AGGREGATE BASE.			
		SP SM	FILL , Poorly Graded Sand with Silt, fine-to-medium grained, trace Gravel, dark brown, moist.	32		MC=3.9%
				24		MC=3.4%
1036.5	6.5	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	15		MC=3.8%
1034.0	9.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	14		MC=4.8%
1031.5	11.5	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, gray, moist, medium dense. (Glacial Outwash)	15		MC=4.2%
				11		MC=4.8%
			Below 20 feet, water-bearing, trace Gravel, and coarse grained.	11	▽	MC=17.1%
1018.1	24.9			14		MC=18.1%
			End Boring. Water was encountered at 20 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC).GP.J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-02	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1042.5	0.0					
1042.0	0.5	SM	TOPSOIL , Slightly Organic Silty Sand, trace Roots, moist.			
		SP SM	FILL , Poorly Graded Sand with Silt, fine-to-medium grained, trace Gravel, dark brown, moist.	19		
				24		
1036.0	6.5	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Possible Fill)	29		Minimal sample returned due to cobble or gravel disruption.
				17		
			At 12 feet, brown and dark brown mixing.	27		
1028.5	14.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-coarse grained, trace Gravel, brown, water-bearing, medium dense. (Glacial Outwash)	16	▽	
				15		
1017.6	24.9		End Boring. Water was encountered at 15 feet during drilling. Boring was sealed upon completion.	13		

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GPJ LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-03	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1043.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1042.0	1.0	SP SM	TOPSOIL , Poorly Graded Sand with Silt, dark brown, moist.			
		SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, dark brown, moist.			
				5		MC=8.4%
				5		MC=7.9%
1036.5	6.5	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)			
				17		MC=4.7%
1034.0	9.0	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)			
				14		MC=4.1%
				15		MC=3.9%
			At 15 feet, water-bearing.		▽	MC=12.6%
1025.0	18.0	SP	POORLY GRADED SAND WITH GRAVEL , fine-to-coarse grained, brown, water-bearing, medium dense. (Glacial Outwash)			
				11		MC=14.1%
				11		MC=8.3%
1018.1	24.9		End Boring. Water was encountered at 15 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GP J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-04	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1043.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1042.0	1.0	SM	TOPSOIL , Slightly Organic Silty Sand, dark brown, moist.			
		SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, dark brown, moist.	4		
1036.5	6.5	SM		6		
		SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	16		
1034.0	9.0	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	16		
				15		
			At 15 feet, fine-to-coarse grained and water-bearing.	14	▽	
1025.0	18.0	SP	POORLY GRADED SAND WITH GRAVEL , fine-to-coarse grained, brown, moist, medium dense. (Glacial Outwash)	14		
				13		
1018.1	24.9		End Boring. Water was encountered at 15 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC).GP.J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-05	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1042.5	0.0					
1040.5	2.0	SP SM	TOPSOIL , Poorly Graded Sand with Silt, dark brown, moist.			
		SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, dark brown, moist.	18		MC=9.9%
1037.0	5.5		At 5 feet, black.	17		MC=16.3%
1036.0	6.5	SP SM	FILL , Poorly Graded Sand with Silt, fine-to-medium grained, dark brown, moist.			
		SP	FILL , Poorly Graded Sand, fine-to-medium grained, brown, moist.	12		MC=4.6%
1033.5	9.0					
		SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Possible Fill)	14		MC=3.9%
			At 12 feet, brown and black mixing.	11		MC=5.4%
1028.5	14.0					
		SP	POORLY GRADED SAND WITH GRAVEL , coarse grained, brown, water-bearing, medium dense. (Glacial Outwash)	10	▽	MC=14.2%
1024.5	18.0					
		CL	LEAN CLAY , gray, wet, rather stiff. (Glacio-Fluvium)			
				9		PP=0.5 tsf, MC=28.4%
1019.5	23.0					
		CL ML	INTERBEDDED LAYERS OF LEAN CLAY AND SILT , gray, wet, rather stiff. (Glacio-Fluvium)			
1017.6	24.9			9		PP=0.25 tsf, MC=27%
			End Boring. Water was encountered at 15 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GP J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-06	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1041.0	0.0					
1040.0	1.0	SP SM	TOPSOIL , Poorly Graded Sand with Silt, dark brown, moist.			
		SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, trace Roots, dark brown, moist.	19		
				18		
1034.5	6.5	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Possible Fill)	12		
			At 10 feet, trace Silty Sand, black and brown mixing.	14		
1029.5	11.5	SP	POORLY GRADED SAND WITH GRAVEL , coarse grained, trace Gravel, brown, water-bearing, medium dense. (Glacial Outwash)	15	▽	
				11		
1023.0	18.0	CL	LEAN CLAY , gray, wet, medium. (Glacial Till)	8		PP=0.75 tsf
1016.1	24.9		End Boring. Water was encountered at 12 feet during drilling. Boring was sealed upon completion.	8		PP=1 tsf

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC).GP.J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-07	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1042.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1040.5	1.5	SP SM	TOPSOIL , Poorly Graded Sand with Silt, dark brown, moist.			
		SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, dark brown, moist. At 5 feet, black.	13		MC=8.1%
1035.5	6.5	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	12		MC=15.5%
1033.0	9.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	10		MC=4%
1030.5	11.5	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	11		MC=6.4%
		SM	SILTY SAND , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Till) Heavy Gravel at 12 feet.	11		MC=8%
			Heavy Gravel at 20 feet.	11		MC=6.9% Minimal sample returned due to cobble or gravel disruption.
1019.0	23.0	CL	LEAN CLAY , gray, wet, rather stiff. (Glacial Till)	16	▽	MC=8.5%
1017.1	24.9		End Boring. Water was encountered at 20 feet during drilling. Boring was sealed upon completion.	12		PP=0.5 tsf, MC=33.6%

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC).GP.J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-08	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1041.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1039.0	2.0	SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
1034.5	6.5	SM	FILL , Silty Sand, fine-to-medium grained, trace Gravel, dark brown, moist. At 5 feet, black.	13 10		
		SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, loose. (Glacial Outwash)	9 10		
					▽	
					9	
					15	Minimal sample returned due to cobble or gravel disruption.
1023.0	18.0	CL	LEAN CLAY , gray, wet, rather stiff. (Glacial Till)			
					11	PP=0.25 tsf
1018.0	23.0	SC	CLAYEY SAND , fine-to-coarse grained, trace Gravel, gray, water-bearing, loose. (Glacial Till)			
1016.1	24.9		End Boring. Water was encountered at 12 feet during drilling. Boring was sealed upon completion.	10		

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GP J LOG A GNN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-14	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1040.5	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
1038.5	2.0	SP	FILL , Poorly Graded Sand, fine-to-medium grained, trace Gravel, dark brown, moist.	9		
1036.5	4.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist to 14 1/2 feet then water bearing, medium dense. (Glacial Outwash)	10 11 12 11 12		
1025.6	14.9		End Boring. Water was encountered at 14 1/2 feet during drilling. Boring was sealed upon completion.		▽	

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GPJ LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-15	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1041.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, brown, moist.			
1039.0	2.0	SP	FILL , Poorly Graded Sand, fine-to-medium grained, trace Gravel, brown and dark brown mixing, moist.	10		
1037.0	4.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist to 14 1/2 feet then water bearing, medium dense. (Glacial Outwash)	11 11 12 12 20		MC=3.7% MC=3.9% MC=10.1%
1026.1	14.9		End Boring. Water was encountered at 14 1/2 feet during drilling. Boring was sealed upon completion.		▽	

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GP J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-22	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1040.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1038.5	1.5	SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
1036.0	4.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, brown, moist, medium dense. (Glacial Outwash)	21		
		SP	POORLY GRADED SAND , fine-to-medium grained, brown, moist, medium dense. (Glacial Outwash)	12		
1031.0	9.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist to 14 1/2 feet then water bearing, medium dense. (Glacial Outwash)	12		
				11		
				11		
1025.1	14.9			13	▽	
			End Boring. Water was encountered at 14 1/2 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC).GP.J LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-23	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1039.5	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
1037.5	2.0	SP	POORLY GRADED SAND , fine-to-medium grained, trace Gravel, dark brown, moist, medium dense.	16		
1035.5	4.0	SP SM	(B-Horizon) POORLY GRADED SAND WITH SILT , fine-to-medium grained, brown, moist to 14 1/2 feet then water bearing, medium dense. (Glacial Outwash)	35		Minimal sample returned due to cobble or gravel disruption.
				14		
			Below 10 feet, trace Gravel.	12		MC=7.9%
				13		
1024.6	14.9			11	▽	MC=12.2%
			End Boring. Water was encountered at 14 1/2 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GPJ LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING



PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-24	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1040.5	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1039.5	1.0	SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
		SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, dark brown, moist, medium dense. (B-Horizon)	13		
1036.5	4.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Outwash)	17		
				13		Minimal sample returned due to cobble or gravel disruption.
			Below 10 feet, water-bearing.	12	▽	
				15		Minimal sample returned due to cobble or gravel disruption.
1025.6	14.9		End Boring. Water was encountered at 10 feet during drilling. Boring was sealed upon completion.	15		

CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GPJ LOG A GNNIN06.GDT 11/14/25

LOG OF BORING

CHOSEN VALLEY TESTING












PROJECT: 26374.25.MNS Design Phase Geotechnical Evaluation Apollo High School and Multi-Purpose Athletic Facility 1000 44th Avenue North St. Cloud, Minnesota	BORING: B-25	
	LOCATION: See attached sketch.	
	DATE:	SCALE: 1" = 4'

Elev. 1040.5	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		SP SM	TOPSOIL , Poorly Graded Sand with Silt, trace Roots, dark brown, moist.			
1038.5	2.0	SP SM	POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, dark brown, moist, medium dense.	11		
1036.5	4.0	SP SM	(B-Horizon) POORLY GRADED SAND WITH SILT , fine-to-medium grained, trace Gravel, brown, moist, medium dense.	12		MC=5.2%
		SP SM	(Glacial Outwash)	14		
				13		MC=2.6%
				12		
1025.6	14.9			13		MC=12.3%
			End Boring. Water was not observed. Boring was sealed upon completion.			



CVT STANDARD 26374.25.MNS (APOLLO HIGH SCHOOL AND MAC) GPJ LOG A GNNIN06.GDT 11/14/25

UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES & LEGEND			
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO. 4. SIEVE	CLEAN GRAVELS <5% FINES	$Cu > 4$ AND $1 < Cc < 3$	GW	WELL-GRADED GRAVEL			
		GRAVELS WITH FINES >12% FINES	$Cu > 4$ AND $1 > Cc > 3$	GP	POORLY-GRADED GRAVEL			
		SANDS >50% OF COARSE FRACTION PASSES ON NO. 4. SIEVE	CLEAN SANDS <5% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL		
			SANDS AND FINES >12% FINES	FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL		
	FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT < 50	INORGANIC	$PI > 7$ AND PLOTS > "A" LINE	CL	LEAN CLAY		
			ORGANIC	$PI > 4$ AND PLOTS < "A" LINE	ML	SILT		
			SILTS AND CLAYS LIQUID LIMIT > 50	INORGANIC	PI PLOTS > "A" LINE	CH	FAT CLAY	
				ORGANIC	PI PLOTS < "A" LINE	MH	ELASTIC SILT	
HIGHLY ORGANIC SOILS		PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR		PT	PEAT			


Relative Proportions of Sand and Gravel	
TERM	PERCENT
Trace	< 15
With	15 - 29
Modifier	> 30
Relative Proportions of Fines	
TERM	PERCENT
Trace	< 5
With	5 - 12
Modifier	> 12
Grain Size Terminology	
TERM	SIZE
Boulder	< 12 in.
Cobble	3 in. - 12 in.
Gravel	#4 sieve to 3 in.
Sand	#200 sieve to #4 sieve
Silt or Clay	Passing #200 sieve

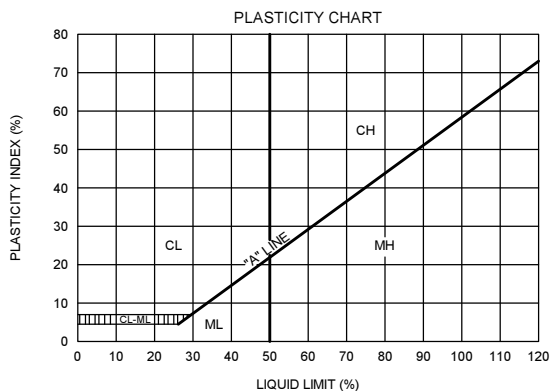
SAMPLE TYPES

-  Hollow Stem
-  Standard Penetration Test

TEST SYMBOLS

- | | |
|-----------------------------|--|
| MC - MOISTURE CONTENT | LL - LIQUID LIMIT |
| OC - ORGANIC CONTENT | PI - PLASTISITY INDEX |
| CN - CONSOLIDATION | SW - SWELL TEST |
| DD - DRY DENSITY | UU - Unconsolidated Undrained triaxial |
| PP - POCKET PENETROMETER | |
| RV - R-VALUE | |
| SA - SIEVE ANALYSIS | |
| P200 - % PASSING #200 SIEVE | |

-  WATER LEVEL (WITH TIME OF MEASUREMENT)



PENETRATION RESISTANCE (RECORDED AS BLOWS / 0.5 FT)				
SAND & GRAVEL		SILT & CLAY		
RELATIVE DENSITY	BLOWS/FOOT*	CONSISTENCY	BLOWS/FOOT*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 1	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 3	0.25 - 0.50
MEDIUM DENSE	10 - 30	RATHER SOFT	4 - 5	0.50 - 1.0
DENSE	30 - 50	MEDIUM	6 - 8	
VERY DENSE	OVER 50	RATHER STIFF	9 - 12	1.0 - 2.0
		STIFF	13 - 16	2.0 - 4.0
		VERY STIFF	17 - 30	OVER 4.0
		HARD	OVER 30	

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

CVT-14202.18.MNR (PRESTON VETERAN'S HOME).GPJ - 1/10/19

Chosen Valley Testing, Inc.

Job No. 14202.18.MNR

LEGEND TO SOIL
DESCRIPTIONS



SECTION 00 4113 - BID FORM

BID DATE: Tuesday, May 12th, 2026, not later than 2:00 PM local time.

TO: Attn: Amy Skaalerud
St. Cloud Area School District #742
1201 2nd Street South
Waite Park, MN 56387

PROJECT: Apollo Additions and Renovations BP1
1000 44th Ave N
St. Cloud, MN 56303

ARCHITECT: JLG Architects
505 West Saint Germain Street – Suite 200
St. Cloud, MN 56301

The undersigned, having become familiar with site of proposed Project and Bidding and Contract Documents for Project noted above, hereby proposes to provide Work per Contract Documents at Sum stated below.

CONTRACTORS NAME: _____

ADDENDA

Bidder hereby acknowledges receipt of the following Addenda. Modifications to Bid Documents noted therein have been considered and cost thereto is included in Base Bid Sum

Addendum Numbers _____

BASE BID

Bid Category: _____ Description: _____

(Provide Bid Category Number and Description as it appears in 00 2413)

Bidder agrees to provide the work for the Bid Category above for the lump sump of:

(\$ _____) _____
(Number) (Words)

BID SECURITY

Accompanying this proposal is the Bid Security specified in Advertisement for Bids, the same being subject to forfeiture in the event of default by the undersigned.

ACKNOWLEDGMENTS

Bidder, in submitting this Bid, certifies that Bid is based upon careful examination of Bidding and Contract Documents and waives all rights to plead any misunderstanding.

Bidder, in submitting this Bid, understands that Owner reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received, and to accept any Alternate(s) in any order or combination.

Bidder, in submitting this Bid, acknowledges that Bidder has read and fully understands Project Manual Document 001113- Advertisement for Bids.

RESPONSIBLE CONTRACTOR: By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285-RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 – RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum Criteria

CONTRACTOR PERSONNEL

Project Manager's Name: _____

Project Manager's Email: _____

BIDDER IDENTIFICATION

THE UNDERSIGNED operates as:

() incorporated in the State _____ () a Partnership () a Proprietorship

LEGAL NAME OF PERSON, FIRM OR CORPORATION

Legal Name: _____

Address: _____

Telephone: _____ Facsimile. _____

E-mail: _____

By: Title: (Signature of Authorized Signing Officer)

Company License No.: _____

Federal ID Number (if applicable) _____

RESPONSIBLE CONTRACTOR ACT – VERIFICATION OF COMPLIANCE

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

Project Name and Number: _____

I, _____, solemnly affirm under oath that I am an owner or officer of
_____ (“the Contractor”) and state under oath that:

1. The Contractor meets all of the minimum criteria established in subdivision 3 of the Minnesota Responsible Contractor Law, Minnesota Statute section 16C.285; and any additional criteria that the contracting authority has included in the definition of responsible contractor in the bidding documents.

2. All subcontractors that the Contractor intends to retain have verified to the Contractor through a signed statement under oath by an owner or officer that they also meet the same minimum criteria, and that they have listed the subcontractors they intend to retain. Subject to the Contractor’s right to add subcontractors, those subcontractors are:

3. I declare under penalty of perjury that, to the best of my knowledge, everything I have stated in this document is true.

Title: _____

Subscribed and sworn to before me this ___ day
of _____ 20 _____

Notary Public

END OF SECTION

SECTION 00 5213 - AGREEMENT FORMS

PART 1 - GENERAL

1.1 PROJECT

Apollo Renovations and Additions BP2
1000 44th Ave N
St. Cloud, MN 56303

The following AIA Agreement Form will be used for Project. Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition AIA A132-2019
Refer to next page for agreement form to be used

AIA[®] Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

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

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

for the following Project:
(Name, location, and detailed description)

The Construction Manager:
(Name, legal status, address, and other information)

The Architect:
(Name, legal status, address, and other information)

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
 § 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.
 § 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
 § 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A232-2019.

Litigation in a court of competent jurisdiction.

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[] Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish 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 Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

The Owner may by separate document appoint Contractor as its Purchasing Agent to act on behalf of the Owner in the purchase and acquisition of materials, supplies, and equipment (the "Materials") to be installed, used in, or incorporated into the Project. Contractor and the Owner agree that if such appointment is made by Owner such purchase activities by Contractor shall be undertaken in a manner as to be exempt from Minnesota Sales and Uses Taxes in accordance with Minnesota Statutes and regulations adopted thereunder.

To the extent required to acquire Materials under this Agreement, Contractor is authorized to and may appoint some or all of its subcontractors as additional purchasing agents to purchase items. For the primary subcontractors who will be purchasing a significant amount of Materials, i.e. in the amount of \$1,000 or more, Contractor shall secure a Purchasing Agent Agreement signed by the subcontractor and shall in all cases be responsible for insuring that the subcontractors it selects for the Project maintain accurate and sufficient records to establish that the purchases of Materials made by them were made for the purposes of the Project and for the sole benefit of the Owner.

Contractor, on behalf of the Owner, shall purchase Materials in accordance with the specifications of the Contract Documents and during the time periods necessary for Contractor to comply with the Agreement. Contractor shall be entitled to be reimbursed by the Owner for the cost of the Materials. The cost of the Materials shall reflect discounts, rebates, and refunds, Contractor shall be obligated to purchase the materials for the Owner's account at purchase prices subject to additions and deductions by Change Order.

Title to the Materials purchased by Contractor pursuant to its duties as Purchasing Agent shall immediately vest in the Owner at the point of delivery thereof. Contractor shall file no materialmen's lien nor maintain any claim against the Owner's real estate or improvements for or on account of any items purchased under the authority granted in this Agreement. The Owner shall have the right of entry and free access to the Project at all times and the right to inspect all items of the Materials installed or stored in and about the Project.

Contractor, as Purchasing Agent, shall receive delivery of all items of the Materials ordered by Contractor on behalf of the Owner hereunder, and shall exercise reasonable care consistent with construction industry customs in inspecting such items to ascertain that they are free of patent defects and conform to appropriate specifications before preliminarily accepting delivery on behalf of the Owner, provided that final acceptance from a supplier or vendor shall be conditioned upon completed installation and proper performance thereof as determined by the Architect. Except with respect to its obligations to exercise reasonable care under this Section, Contractor makes no warranty as to the Materials purchased and shall have no obligation to the Owner for items which are not accepted by the Owner or are rejected by the Owner after acceptance.

Contractor shall exercise reasonable care and take reasonable precautions for safekeeping of all Material in its custody prior to installation, use or incorporation in the Project, Risk of loss, damage and destruction with respect to the Materials shall be that of the Owner.

All defective Materials installed or used in or incorporated in to the Project shall be responsibility of the Owner, provided however, that Contractor as Purchasing Agent shall retain liability for its negligent acts and omissions, including the purchase of items that do not meet specifications of the Contract Documents, Contractor shall, if requested by the Owner, act as the Owner's agent in resolving disputes with materialmen as to defective materials, subject to the Owner's final approval.

Contractor and any directed subcontractors shall assert the Owner's exemption from Minnesota sales and use taxes with

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respect to all items of the Materials which Contractor or its subcontractors purchase as agents for the Owner by (a) delivering a copy of the Owner's Letter of Exemption; and (b) placing the following legend upon all orders for the purchase of such items:

"This purchase is made by the undersigned on behalf of and as purchasing agent for St. Cloud Area School District #742, a Minnesota school district, which is exempt from sales and use taxation upon its purchases for school district purposes. This purchase qualifies for tax exempt treatment and should not be subject to taxation.

Title to all materials and supplies purchased under this order shall pass directly from the Seller to St. Cloud Area School District #742, which is solely responsible payment. Invoices should be submitted and deliveries made to the undersigned as purchasing agent for St. Cloud Area School District #742. A copy of the Form ST3, Certificate of Exemption or a purchase order or payment voucher that clearly shows that the school is a government entity shall serve as proof of the exemption."

As Purchasing Agent, Contractor shall collect and process all invoices or other statements from vendors or suppliers, shall submit payment requests to the Owner for approval for payment, and shall, upon receipt of necessary funds, disburse such funds to the appropriate vendors and suppliers on behalf of the Owner. Payment requests under this Section shall be submitted with and subject to the same provisions as payment requests under Article 5 of the Agreement. Contractor shall execute reasonable and diligent efforts in performing the foregoing payment disbursement functions and maintain proper written records thereof. Contractor, as Purchasing Agent, shall furnish adequate notification to all vendors and suppliers that the obligation for payments due to such vendors and suppliers for project materials, supplies and equipment is that of the Owner and not Contractor, Contractor shall maintain and provide to the Owner, at least once each calendar year and upon request, an itemization of all items of the Material purchased which are exempt from sales tax and the amount of sales tax savings.

In connection with Contractor's performance of its duties as Purchasing Agent, the Owner shall provide to Contractor a copy of the Owner's Letter of Exemption issued by the State of Minnesota, Department of Revenue.

Upon request by the Owner, Contractor shall disclose the names of all persons with whom it contracts with respect to purchase of the Materials under this Agreement.

Contractor shall keep accounting records in connection with its performance under this Agreement for a period of three years after final payment or for such longer period as may be required by law.

If Contractor is obligated to pay any sales tax or use tax with respect to any items of the Materials purchased under the authority granted in this Agreement, the Owner shall be solely responsible for the payment of such tax. The Owner shall indemnify, defend, and hold Contractor harmless from and against, the amount of any such tax penalty or interest which becomes payable by Contractor directly or on behalf of its subcontractors or vendors by reason of valid order of the State of Minnesota, together with any costs of litigation and reasonable attorney's fee incurred, provided however, that Contractor shall notify the Owner that the State of Minnesota is making a claim for such payment and afford the Owner the opportunity to contest such claim. At its sole option, the Owner may dispute, contest, or otherwise challenge the imposition or assessment of any such sales or use tax, without expense to Contractor, and in such event shall establish an escrow sufficient to pay any such liability, by letter of credit, or other means satisfactory to Contractor. Any subcontractors appointed by Contractor as additional Purchasing Agents shall be a third party beneficiary of this Section 8.8.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:51:27 ET on 09/09/2021 under Order No.0665301520 which expires on 03/31/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1699445351)

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings

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

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

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

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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SECTION 00 6100 - BOND FORMS

PART 1 - GENERAL

1.1 PERFORMANCE BOND

- A. Owner requires Contractor to provide Performance Bond and Payment Bond for Contracts totaling \$175,000 or greater. Use AIA Document A312. NOT USED

END OF SECTION

SECTION 00 6213 - CERTIFICATE OF INSURANCE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Sample Certificate of Insurance Accord.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 00 6523 – WITHHOLDING AFFIDAVIT FOR CONTRACTORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Withholding Affidavit for Contractors Form: Upon final completion of Project, completely fill out entire Minnesota Revenue Form IC 134.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

 **AIA[®] Document A232™ – 2019**

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

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

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

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

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

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

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

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

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

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract

Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be

through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

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

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

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section

15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

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Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality

or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

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

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

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

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tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to

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requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

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

§ 15.1.6 Claims for Additional Time

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

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 7300 - SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A232, 2019 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of the Article, Paragraph, Subparagraph, or Clause of the General Conditions shall remain in effect.

ARTICLE 1. GENERAL PROVISIONS:

- 1.1.1 Change the last sentence to read: "The Contract Documents shall include the Bidding Documents such as the Advertisement for Bids or Invitation to Bid, the Instructions to Bidders. The Contract Documents do not include the Contractor's Bid or any other documents unless specifically enumerated in the Owner-Contractor Agreement."
- 1.2.4 General character and scope of Work is indicated on Drawings. Where a portion of Work is fully drawn and the remainder is merely indicated, portion fully drawn shall apply to all similar parts of Work.
- 1.2.5 Follow figured dimensions in preference to scaled measurements. Dimensions on the Drawings are subject to field verification to suit adjacent elements.
- 1.2.6 In cases of discrepancy concerning dimension, quantity, and location, the Specifications shall take precedence over the Drawings. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale Drawings and figured dimensions shall take precedence over scaled measurements. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning quality and application of materials and non-technical requirements over materials, the Specifications shall take precedence over the Drawings.
- 1.2.7 In case of conflict in or between Drawings and Specifications, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and Work unless they shall have, before submission of bid, asked for and obtained written decision of the Construction Manager as to which method or materials will be required.
- 1.4.1 Where Specifications are abbreviated type, they indicate complete sentences in the same manner as when a note occurs in the Drawings. Omission of words such as "the Contract shall" and "as indicated on the Drawings" are intentional. The words "shall" or "shall be" are to be supplied by inference. The term "provide" shall mean "furnish and install in place."
- 1.4.2 Where a number is listed in the Specifications (as for gauges, weights, temperatures, amount of time, etc.) the number shall be interpreted as that or better.

ARTICLE 2. OWNER:

No supplement.

ARTICLE 3. CONTRACTOR:

- 3.2.4 Add: "Submission of Bid shall be deemed evidence that the Contractor has examined the site and is familiar with conditions under which Work will be done. Signing of the Contract indicates acceptance,

by the Contractor, of conditions under which Work will be done. Extra payments will not be authorized for Work that could have been determined by a careful examination.”

- 3.3.4 Add: “The Contractor shall be responsible to coordinate Work of all Subcontractors to expedite progress and avoid interference and shall notify Subcontractors of readiness for their Work to allow adequate time for installation without delaying completion of the Project.”
- 3.4.4 Workmanship and Materials.
- A. No Subcontractor shall commence Work until conditions are right for carrying out the Work properly and surfaces to be covered are suitable.
 - B. Manufacturer’s printed instructions covering details of installation shall be followed where not in conflict with these Specifications. If there is a conflict, notify the Construction Manager and obtain Construction Manager’s approval before proceeding.
 - C. Completed Work shall be left plumb, level, true to line or plane, anchored securely in place free from damage.
 - D. Unless otherwise called for, all pieces of material shall be a stock size as is in conformity with standard good practice of the trade.
 - E. Except where in conflict with these Specifications, current manufacturer’s printed Specifications of herein specified proprietary products are made part of these Specifications.
- 3.4.5 Add: “All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the Work required throughout shall be of such grade as will bring results of the first class only.”
- 3.4.6 Add: “Materials and/or workmanship not in compliance with the Drawings and Specifications or improperly installed shall be removed and replaced by the Contractor with no change in Contract Amount.”
- 3.4.7 Add: “Contractor shall familiarize himself with all the specified products and shall submit any objections they may have to the proposed use of any products in writing prior to the opening of bids.”
- 3.4.8 Add: “Where the Contract Documents require Work better than that required by statute, the Contract Documents shall govern.”
- 3.7.5 3.7.6 Add: “The Contractor shall pay all highway fees and for all damages to sidewalks, streets, or other public property, or to any public utilities.”
- 3.7.7 Add: “The Contractor shall secure all certificates of inspection and of occupancy which may be required by authorities having jurisdiction over the Work, including the Board of Fire Underwriter’s certificates. These shall be delivered to the Construction Manager upon completion of the Work.”
- 3.11.1 Replace the text with: “The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications. These shall be available to the Construction Manager during construction”

One set of prints shall be kept in good condition and marked as Work progresses by Contractor in ink to show differences of major concealed items from what is called for by the Contract Documents. This set will become the Record Set of Drawings. This set is to include such items as main pipes and conduit or changed structural members which cannot be observed on completion even with the use of access doors or removable panels. This set shall be turned over to the Construction Manager at the time of final inspection.

The Contractor shall have one Sample of interior and exterior finishes on site, in the color and/or finish shown on color schedule.”

- 3.12.11 Add: "Submit to the Construction Manager one reproducible transparency and four prints of each Shop Drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under various Specification Sections, until final approval is obtained. Contractor is responsible for obtaining and distributing required prints of Shop Drawings to Contractor's Subcontractors and material drawings shall be made from transparencies, which carry the Construction Manager's appropriate stamp. Mechanical and electrical fixture brochures and catalog cuts shall be submitted to the engineers in six copies and shall show dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Where printed materials describe more than one product or model, clearly identify which is to be furnished."
- 3.12.12 Add: "Manufacturer's Instructions: Where any item of Work is required by Specifications to be furnished, installed, or performed per a specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to all concerned parties."
- 3.14.3 Add: "Any Contractor requiring cutting into the Work of another Contractor shall do such cutting and shall properly repair such Work to the satisfaction of the Construction Manager. Such cutting, fitting, and patching shall not endanger any Work or otherwise alter the Work or any part of it, and it shall be done by craftspeople skilled and experienced in the trade or craft that installed or furnished the original work. Repairs shall be equal in quality and appearance to similar adjacent Work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactorily repaired shall be removed and replaced with new materials. Cutting and patching required as a result of lack of coordination or other error on the part of prime Contractors other than the General Contractor shall be performed by the General Contractor and the cost of the performance of the Work shall be borne by the prime Contractor responsible therefore."
- 3.15.3 Add: "Remove labels from glass, fixtures, etc. Remove spots, marks, stain prints, and dirt from painted Work, varnished Work, hardware, tile, fixtures, and concrete. Remove temporary floor coverings, clean and finish floors as recommended by manufacturers."

ARTICLE 4. ADMINISTRATION OF THE CONTRACT:

- 4.1.4 Add: "The Construction Manager shall assist the Owner in preparation of Bidding information, Bid Forms, Conditions of the Contract, the Agreement between Owner and the Contractor, and the procedure of determining insurance requirements. The Owner, after review, shall have final approval for these items."
- 4.3.7.2 Add to paragraph: "The Contractor shall, within seven days from the beginning of such delay, notify the Construction Manager, in writing, of the causes of the delay."

ARTICLE 5. SUBCONTRACTORS:

No supplement.

ARTICLE 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

No supplement.

ARTICLE 7. CHANGES IN THE WORK:

- 7.2.2 Delete "may" in the first line and substitute "shall".
- 7.3.3 Substitute the following for Paragraph 7.3.3: "If Construction Change Directive provides for adjustment to Contract Sum, determine value of such additional, omitted, or changed Work in either or both ways described below.
- A. By unit price contained in Contractor's original Bid and incorporated in construction Contract.
 - B. On basis of actual cost of materials and labor on Project site, maximum 10 percent on materials and 10 percent on labor for Contractor's overhead and profit, which shall include cost of insurance, bond, and field supervision. If Work is done by Subcontractor, prime Contractor may add not more than 10 percent for Contractor's general overhead and profit. In preparing Change Order, provide the following documentation:
 - 1. Breakdown of materials and hourly breakdown of labor.
 - 2. Incorporate supporting documents by reference on each supplement.
 - 3. Contractor's and consultants' date and initials of corrections.
 - 4. Completed Contract summary with adequate justification and supporting documentation.
- 7.3.10 Add: "Owner or Construction Manager are not responsible to give Notice of Change Orders to the Surety (if any)."

ARTICLE 8. TIME:

- 8.3.4 The following will not be considered justification for extension of time unless due to one of the causes stated within this Article.
- A. Delay caused by Subcontractors or suppliers except if the supplier goes out of business and another supplier cannot be found in time to meet schedule.
 - B. Shortage of workers.

ARTICLE 9. PAYMENTS AND COMPLETION:

- 9.3.1.1 After "Section 7.3.9" Change the next section to read: "Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Construction Directives but not yet included in Change Orders."
- 9.3.4 Add: "Progress payments shall be made monthly upon application, in the amount of 95% of the work completed."
- 9.6.2 Change to read: "The prime Contractor is required to pay Subcontractors within ten days of receipt of payment from the government entity or pay interest at the rate of 1 ½% per month or any part of a month to which the Subcontractor is entitled, reflecting percentages actually retained from payment to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall by appropriated agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner."
- 9.8.1 Change to read: "The date of substantial completion of the work of designated portions thereof is the date when construction is sufficiently complete, in accordance with the contract documents, so the owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. Minor corrective work and the replacements of defective work or materials, and the adjustment of control apparatus will not delay the determination that the Contract is substantially complete."

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY:

No supplement.

ARTICLE 11. INSURANCE AND BONDS:

Delete Article 11 and replace as follows:

11.1 CONTRACTORS INSURANCE

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

11.1.2 Workers' Compensation and Employers Liability:

- .1 Coverage A: Per state statute
- .2 Coverage B: \$500,000.00 Each accident
\$100,000.00 Disease-policy limit
\$500,000.00 Disease-each employee

11.1.3 Commercial General Liability

- .1 \$2,000,000.00 General aggregate.
- .2 \$2,000,000.00 Products-completed operations aggregate.
- .3 \$1,000,000.00 Each occurrence.
- .4 \$1,000,000.00 Personal injury.

The commercial general liability shall provide at a minimum the following coverages:

- .5 Operations of the Contractor.
- .6 Operations of Subcontractor. (Contingent Liability)
- .7 Products/Completed Operations. (To be carried one year after completion of Contract.)
- .8 Personal injury.
- .9 Employees as additional insured.
- .10 Property damage hazards of explosion, collapse and underground.
- .11 Contractual Liability. (To insure the provisions of 4.18.1).

11.1.4 Comprehensive Automobile Liability:

- .1 \$1,000,000.00 Combined single limit bodily injury and property damage.

The comprehensive automobile liability shall provide coverage for the following automobiles:

- .2 All owned automobiles.
- .3 All non-owned automobiles.
- .4 All hired automobiles.

11.1.5 Umbrella Liability

- .1 \$2,000,000.00 Each Claim
\$2,000,000.00 Annual Aggregate
- .2 The umbrella liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability limits as stated in this article.

11.1.6 The insurance required by 11.1.1 shall be written for the limits specified or limits required by law, whichever is greater. The coverages written on an occurrence form shall be maintained without

interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.7 Certificates of Insurance: Certificates of insurance shall be filed with the owner prior to commencement of the Work. Such certificates shall be prepared on ACORD or CICC forms. Such certificates shall contain a provision that coverages afforded shall not be canceled or non-renewed without 30 days prior written notice to the owner.

11.1.8 Owners Liability Insurance:

.1 The Contractor, at Contractor's expense, shall purchase and maintain during the life of the Contract Owner's Protective liability insurance.

.2 Such insurances shall be written with limits not less than:
\$2,000,000.00 Aggregate.
\$1,000,000.00 Each Occurrence.

.3 The owner's Protective liability insurance shall name as an additional insured the Construction Manager and engineer.

11.3 PROPERTY INSURANCE

11.3.1 The Owner shall purchase and maintain during the construction period Builders Risk insurance. Such insurance shall be on a Completed Value form and shall be written for an amount equal to 100% of the completed value of the Project. Such insurance will cover the Work and materials at the site, at temporary storage sites, and during transit.

11.3.1.1 Property insurance shall be written on a "Risk of Direct Physical Loss" form and shall include fire, extended coverage, vandalism and malicious mischief, theft, collapse, glass, and resultant damage from faulty Work, faulty materials, and errors and omissions in design.

11.3.1.2 Any deductible amount which may occur as part of the Builders Risk policy shall be borne by the named insureds making claims in direct proportion as their individual losses bear to the total loss and the policy deductible will be no more than \$1,000.00.

11.3.1.3 Such Builders Risk policy shall allow for partial occupancy by the owner prior to completion of the Project.

11.3.1.5 The owner and all Contractors agree to waive all rights of subrogation against each other for all losses covered by the Builders Risk coverage.

11.3.1.6 The Contractor, as trustee, shall have power to adjust and settle any loss with the insurer unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Contractor's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided elsewhere in this Contract. The Contractor, as trustee, shall, in that case, make settlement with the insurer per the directions of the arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.1.7 Prior to any exposure to loss, the Contractor shall file with the owner a certificate of insurance evidencing Builders Risk coverage. Such certificate shall require a 30 days advance written notice to the owner should the policy be canceled or non-renewed.

11.3.2 Boiler and Machinery: Owner shall be responsible for maintaining boiler and machinery. This includes the interests of the Owner, Contractor, and Subcontractors.

11.3.3 Loss of Use Insurance: Owner, at their option, may purchase such insurance as will insure them against, loss of use of their property due to fire or other hazards, however caused. The owner waives all rights of action against the Contractor for loss of use of their property, including consequential

losses due to fire or other hazards, however caused to the extent that the loss is covered by insurance.

11.3.4 Additional Insurance: The insurance set forth in these Documents is the minimum insurance required. Any additional coverages that may be necessary to further protect the Contractor are the sole responsibility of the Contractor.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK:

12.2.1.1 Add: "The corrective Work shall conform in the aspects with the original intent of the Contract Documents."

ARTICLE 13. MISCELLANEOUS PROVISIONS:

No supplement.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT:

No supplement.

ARTICLE 15. CLAIMS AND DISPUTS:

No supplement.

END OF SECTION

SECTION 01 1000 - SUMMARY

PART 1 GENERAL

1.01 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.

1.02 OWNER OCCUPANCY

- A. St. Cloud School District 742 intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. St. Cloud School District 742 intends to occupy the Project upon Substantial Completion.
- C. Cooperate with St. Cloud School District 742 to minimize conflict and to facilitate St. Cloud School District 742's operations.
- D. Schedule the Work to accommodate St. Cloud School District 742 occupancy.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by St. Cloud School District 742:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
- D. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to St. Cloud School District 742 and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

END OF SECTION

SECTION 01 1100-SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT

- A. Project Name: Apollo Renovations and Additions – Bid Package 2
- B. Owner's Name: St. Cloud Area School District 742
- C. Architect's Name: JLG Architects
- D. Bid package two consists of bidding for the additions and renovation throughout the building facility
REVIEW SECTION 00 2413 CONTRACT BID CATEGORIES FOR SPECIFIC BID CATEGORIES.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: Multiple prime contracts
- B. Each based on a Stipulated Price as indicated by the Construction Manager.
- C. The work of each separate prime contract shall be identified by the Construction Manager.

1.3 PROJECT SCHEDULE FOR TIME OF COMPLETION

- A. Project construction will be based on the following schedule:
 - 1. Bids Due: May 12th, 2026 at 2:00 PM
 - 2. School Board meeting / award contracts: May 20th, 2025
 - 3. Submittals/Front End Work to begin Immediately following award of contracts
- B. Owner-caused delays in the schedule will adjust the schedule accordingly.

1.4 COMMENCEMENT OF WORK

- A. Neither commence work, nor allow Subcontractors or Sub-subcontractors to commence Work until:
 - 1. Contract (AIA Document A132/CMA; Standard Form of Agreement Between Owner and Contractor; Construction Manager Edition) has been fully executed; or Owner / Construction Manager has issued a Notice to Proceed.
 - 2. Owner has approved Contractor's Performance Bond and Payment Bond (AIA A312), if required.
 - 3. Owner has approved evidence of Contractor's Liability Insurance, Owner's Protective Liability Insurance, and other required insurance to be purchased by the Contractor.

1.5 DESCRIPTION OF WORK

- A. Scope of alterations work is shown on the drawings.

1.6 WORK BY OWNER

1.7 OWNER OCCUPANCY

- A. School District 742 intends to occupy the Project upon Substantial Completion.

1.8 CONTRACTOR USE OF SITE

- A. Arrange use of site and premises to allow:
 - 1. School District 742 occupancy.

2. Work by Others.
 3. Work by School District 742.
 4. Use of site and premises by the public.
- B. Provide access to and from site as required by law and by School District 742:
1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Time Restrictions: As coordinated and directed by Construction Manager
- D. Utility Outages and Shutdown:
1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days' notice to School District 742 and authorities having jurisdiction.
 2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 1216 – WORK SCHEDULE

SEE ATTACHED CONSTRUCTION SCHEDULE

END OF SECTION

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven days before the date scheduled for submittal of the initial application for payment.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.
 - 1. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - 2. Break principle subcontract amounts down into several line items.
 - 3. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 - 4. For each part of the Work where an Application for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Application for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 - 6. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- E. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of subcontractors.
 - 4. List of principal suppliers and fabricators.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- C. Execute certification by signature of authorized officer.
- D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- F. Submit three copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien, payroll reports, and/or similar attachments, when required.
 - 1. One approved copy will be retained by the Architect, one will be returned to the Contractor, and one forwarded to the Owner for their use in issuing payment.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors: AIA G705.
 - 2. List of principle suppliers and fabricators.
 - 3. Schedule of Values: AIA G703.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Schedule of principal products.
 - 6. List of Contractor's staff assignments.
 - 7. Certificates of insurance and insurance policies.
 - 8. Performance and payment bonds: AIA A312.
- H. Include the following with each application:
 - 1. Waivers of Mechanics Lien: Submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3216.
 - 3. Affidavits attesting to off-site stored products.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - 1. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Testing, adjusting, and balancing reports.
 - d. Maintenance instructions.
 - e. Start-up performance reports.
 - f. Change-over information related to Owner's occupancy, use, operation, and maintenance.
 - g. Final cleaning.

- h. Application for reduction of retainage, and consent of surety.
- i. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue Supplemental Instructions on AIA form G710 directly to Contractor.

- B. Change Orders: For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
 - 1. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - a. Proposal requests issued by the Architect are for information only. Do not consider Proposal Requests as an instruction either to stop work in progress, or to execute the proposed change.
 - b. Unless otherwise indicated in the proposal request, within 5 days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.
 - c. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - d. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - e. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - 2. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - a. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - b. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of a product or system for a product or system specified.
 - 3. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

- C. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
3. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 - D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. Maximum allowances for Subcontractor's/Contractor's overhead and profit as expressed as a percentage of the basic cost of the change:
 - a. Subcontractors: 15% of the net cost of the additional Work.
 - b. Contractors: 5% of the net cost of the additional Work performed by subcontractors.
 - c. Contractors: 15% of the net cost of work performed by the contractor's own forces.
 - d. Add 5% to above allowances for changes of less than \$500.00.
 - e. Deduct 5% from above allowances for changes greater than \$10,000.00.
 - f. Overhead and profit shall include all bond premiums (if applicable), and will not be allowed on labor costs if overhead and profit is already included in hourly billing rate.
 - E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
 - F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - G. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - H. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.
 2. Completion of items specified for completion after Substantial Completion (punchlists).
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay..
 5. Transmittal of required construction records to Owner.
 6. Proof taxes, fees, and similar obligations have been paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish, and similar elements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2100 - ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash and material allowances.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CASH AND MATERIAL ALLOWANCES

- A. Costs Included in Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts.
- B. Architect Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers .
 - 2. Select products in consultation with St. Cloud School District 742 and transmit decision to Contractor.
 - 3. Prepare Change Order.
- C. Contractor Responsibilities:
 - 1. Assist Architect in selection of products, suppliers , and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Differences in costs will be adjusted by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. **Section 09 9123 - Interior Painting:** Provide an allowance for \$3,000 for repairing pocks in concrete columns. Final locations of repairs to be determined by Architect in field.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2300 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 DEFINITIONS

- A. Alternate: An alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at St. Cloud School District 742's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- C. Work Included Under Each Alternate: Make modifications to work required by each alternate selected at no additional cost to the Owner other than as proposed on the Bid Form. Bidders shall be responsible for alternates and shall see that all changes are covered under their related sections, whether specifically called out or not. Extra costs incurred due to modifications to or deviations from the Drawings or Specifications caused directly or indirectly by each alternate shall be included in each alternate bid.

1.04 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1:** Wayfinding Signage.
 - 1. State the amount to be ADDED to the Base Bid to provide all materials, labor & equipment required for providing Wayfinding Signage (SIGN-11A) and all power required for signs, as indicated in the civil drawings and detailed on the architectural drawings.
Base Bid: No exterior Wayfinding Signage.
- B. **Alternate No. 2:** Wayfinding Signage.
 - 1. State the amount to be ADDED to the Base Bid to provide all materials, labor & equipment required for providing Wayfinding Signage (SIGN-11B) and all power required for signs, as indicated in the civil drawings and detailed on the architectural drawings.
Base Bid: No exterior Wayfinding Signage.
- C. **Alternate No. 3:** Kitchen and Serving Flooring.
 - 1. State the amount to be ADDED to or DEDUCTED from the Base Bid to provide all materials, labor & equipment required for providing (VSF-1) and (VSFB-1) flooring in lieu of scheduled flooring in kitchen and serving, as indicated in the drawings and specifications.
Base Bid: Provide floor finish in kitchen and serving, as indicated on drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2600 - Procurement Substitution Procedures: Required form for substitutions requests made before the end of bidding (during procurement).
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 REFERENCE STANDARDS

- A. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to St. Cloud School District 742.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse St. Cloud School District 742 and Architect for review or redesign services associated with re-approval by authorities.
- B. Where a product requirement includes sustainability documentation, this documentation is required to be included in the substitution request. If documentation is not included, the substitution will be rejected. See individual Specification Sections sustainability requirements.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Section 00 2600 - Procurement Substitution Procedures specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 30 days after date of Agreement. Requests for substitutions after the bids have been received are done so at the risk of the Contractor. Substitutions may not be granted.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Submittals for review, information, and project closeout.
- C. Number of copies of submittals.
- D. Requests for Information (RFI) procedures.
- E. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 6000 - Product Requirements: General product requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to St. Cloud School District 742.
 - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).

- d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The St. Cloud School District 742 reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. St. Cloud School District 742's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
 - 3. Highlight items requiring priority or expedited response.
 - 4. Highlight items for which a timely response has not been received to date.
 - 5. Identify and include improper or frivolous RFIs.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to St. Cloud School District 742.
 - 1. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

3.02 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.

1. Coordinate with Contractor's construction schedule and schedule of values.
2. Format schedule to allow tracking of status of submittals throughout duration of construction.
3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for St. Cloud School District 742.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for St. Cloud School District 742's benefit during and after project completion.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.07 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 4. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - 5. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, St. Cloud School District 742, or another affected party, allow an additional 7 days.
 - c. Color selections will not be reviewed or approved until all related products are submitted to ensure a cohesive palette.
 - d. Products that make up a system, assembly, or that are directly related to each other often must be reviewed together. Review will not begin until all components are submitted.
 - e. Coordinate with Architect and/or Construction Manager, as applicable, where schedule dictates an expedited review of products.
 - 6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 7. Provide space for Contractor and Architect review stamps.
 - 8. When revised for resubmission, identify all changes made since previous submission.
 - 9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- E. Do not use shop drawings without an appropriate final stamp indicating action taken in connection with construction.

3.08 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

END OF SECTION

SECTION 01 3329 - SUSTAINABILITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes requirements to implement sustainable design intent.

1.02 MEETINGS

- A. Include these requirements on kick-off meeting and progress meeting agendas.

1.03 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: General submittal requirements.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- C. Section 01 7419 - Construction Waste Management and Disposal.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for additional submittal procedures requirements.
- B. Submit documentation specified in this Section and in applicable individual Sections.
- C. One or more of the following documents shall be submitted when indicated in individual Sections:
 - 1. Environmental Product Declarations (EPD).
 - 2. Health Product Declarations (HPD).
 - 3. Declare product labels showing Red List Free or Red List Approved.
 - 4. Forest Stewardship Council (FSC).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.
- C. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.

1.03 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for St. Cloud School District 742's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.

2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for St. Cloud School District 742's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the St. Cloud School District 742's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for St. Cloud School District 742.
1. Submit report in duplicate within 30 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for St. Cloud School District 742.
1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. St. Cloud School District 742 will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. See Section 01 9115 - Facility Exterior Enclosure Commissioning and BECx Plan.
- C. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests/inspections specified.
 - 9. Submit a written report in binder form with an index at the conclusion of the work required by the Testing Agency. The report shall be submitted as a permanent record to the Owner, through the Structural Engineer, of all tests, logs, comments and written reports.
- D. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.

- E. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide delivery of samples to testing laboratories.
 - e. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Each Prime Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
 6. Each Prime Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services with minimal delay.
 7. Each Prime Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 8. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 9. Arrange with St. Cloud School District 742's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- F. Re-testing: The Contractor is responsible for re-testing where results of required inspections, tests, or similar services prove unsatisfactory or do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
- G. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- H. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.
- I. The Contractor shall cooperate with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 1. Observer subject to approval of Architect.
 2. Observer subject to approval of St. Cloud School District 742.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

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

END OF SECTION

Special Inspections and Testing Program Summary Schedule

Reset

PRINT IN INK or TYPE your responses.

PROJECT NAME Apollo High School Renovations and Additions BP2	PROJECT NO.
LOCATION 1000 44th Ave N, St. Cloud, MN 56303	PERMIT NO.

Technical (2)		Description (3)	Type of Inspector (4)	Specific Report Frequency (5)	Assigned Firm (6)
Section	Article				
IBC T.1704.2.5		Shop Fabricated Items (Precast)	SI-S	Upon Completion	
IBC T. 1705.2.1		Steel	SI-T	Weekly	
IBC T. 1705.3		Concrete	SI-S	Daily	
IBC T1705.6		Earthwork	SI-T	Daily	
IBC T. 1705.17		Fire Resistive Penetrations and Joints	SI-T	Upon Completion	
ICC 500	106.4	and at completion of opening protection installation	SER	Per inspection	Origin Design
		and at completion of opening protection installation			
ICC 500	107.3.1 & .2	Wall connections to roof diaphragm and framing	SI-S	Per inspection	
ICC 500	107.3.1 & .2	Precast shear wall connections between panels and to the foundations	SI-S	Per inspection	
ICC 500	107.3.1 & .2	Fabrication and installation of opening protection shrouds	SI-S	Per inspection	
ICC 500	107.3.1 & .2	Installation of impact door and window frames	SI-S	Per inspection	
ICC 500	107.3.1 & .2	Fabrication and installation of opening embedded plates	SI-S	Per inspection	

Note: **This schedule shall be filled out and included in a Special Structural Testing and Inspection Program.**

(If not otherwise specified, assumed program will be "Guidelines for Special Inspection & Testing" as contained in the State Building Code and as modified by the state adopted IBC.)

A complete specification-ready program can be downloaded directly by visiting CASE/MN at www.cecm.org

- | | |
|---|---|
| (1) Permit No. to be provided by the Building Official | (4) Special Inspector – Technical (SIT); Special Inspector – Structural (SIS) |
| (2) Referenced to the specific technical scope section in the program. | (5) Weekly, monthly, per test/inspection, per floor, etc. |
| (3) Use descriptions per IBC Chap 17, as adopted by MN State Bldg Code. | (6) Name of Firm contracted to perform services. |

ACKNOWLEDGEMENTS (Each appropriate representative shall sign below)

Owner: _____	Firm: _____	Date: _____
Contractor: _____	Firm: _____	Date: _____
Architect: _____	Firm: _____	Date: _____
SER: <u>Eric Helminiak</u>	Firm: <u>Origin Design</u>	Date: <u>3/25/2026</u>
SI-T: _____	Firm: _____	Date: _____
SI-S: _____	Firm: _____	Date: _____
TA: _____	Firm: _____	Date: _____
F: _____	Firm: _____	Date: _____

If requested by engineer/architect of record or building official, the individual names of all prospective special inspectors and the work they intend to observe shall be identified as an attachment.

Legend: SER = Structural Engineer of Record SI-T = Special Inspector - Technical TA = Testing Agency SI-S = Special Inspector - Structural F = Fabricator

SECTION 01 4533 - CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

1.02 DEFINITIONS

- A. Code or Building Code: ICC (IBC), International Building Code, most recent edition adopted by authority having jurisdiction, including all applicable amendments and supplements without limitation, and specifically Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspections and Tests: Inspections and testing of materials, installation, fabrication, erection, or placement of components and connections mandated by Building Code to safeguard public welfare.
 - 1. Special inspections and tests are separate from and independent of tests and inspections conducted by St. Cloud School District 742 or Contractor for purposes of quality assurance and contract administration.

1.03 REFERENCE STANDARDS

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.
- B. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291; 2025.
- C. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to start of work, Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
 - 4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Testing Agency Qualifications: Prior to start of work, Testing Agency is required to:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Testing Agency is acceptable to AHJ.
 4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
- D. Special Inspection Reports: After each special inspection, Special Inspector is required to submit at least two copies of report; one to Architect and one to AHJ.
1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with contract documents.
 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- E. Test Reports: After each test or inspection, Testing Agency is required to submit report to Architect and to AHJ.
1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.
 - j. Compliance with contract documents.
- F. Certificates: When required by AHJ, Special Inspector will submit certification by manufacturer, fabricator, and installation subcontractor to Architect and AHJ.
1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.
- G. Fabricator's Inspection Reports: When required by AHJ, submit reports to Architect and AHJ.
1. Submit report in duplicate within 30 days of observation to Architect for information.

1.05 SPECIAL INSPECTION AND TESTING AGENCY

- A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.06 TESTING AND INSPECTION AGENCIES

- A. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.07 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- B. Testing Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.02 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcement, Including Prestressing Tendons, and Verification of Placement: Verify compliance with ACI CODE-318, Chapters 20, 25.2, 25.3, 26.6.1-26.6.3; periodic.
- B. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved Contract Documents and ACI CODE-318, Sections 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.
- C. Anchors Post-Installed in Hardened Concrete: Verify compliance with ACI CODE-318.
 - 1. Adhesive Anchors: Verify horizontally or upwardly-inclined orientation installations resisting sustained tension loads - Section 17.8.2.4; continuous.
 - 2. Other Mechanical and Adhesive Anchors: Verify as per Chapter 17.8.2; periodic.
- D. Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI CODE-318, Chapter 19, 16.4.3, 26.4.4; periodic.
- E. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M, and ACI CODE-318, Chapter 26.5, 26.12, and record the following, continuous:
 - 1. Slump.
 - 2. Air content.
 - 3. Temperature of concrete.
- F. Specified Curing Temperature and Techniques: Verify compliance with ACI CODE-318, Chapter 26.5.3 through 26.5.5; periodic.

- G. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials comply with the quality standards of ACI CODE-318, the AHJ will require testing of materials in accordance with the appropriate standards and criteria in ACI CODE-318, Chapters 19 and 20.

3.03 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 - 1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 - 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 - 1. Test samples submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.

- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.05 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
 - 1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 - 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
 - 5. Arrange with St. Cloud School District 742's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

3.06 FABRICATORS' FIELD SERVICES

- A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, to test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
 - 2. Observer subject to approval of St. Cloud School District 742.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION

SECTION 01 4600 - CONTRACTOR STATEMENT OF RESPONSIBILITY

PART 1 GENERAL

1.01 CONTRACTOR STATEMENT OF RESPONSIBILITY

- A. See attached form for the Contractor Statement of Responsibility to be completed for the Storm Shelter requirements. See Bid Scopes for scopes and/or Contractor's required to submit statement.

Contractor Statement of Responsibility

Project Name: _____

Project Number: _____

Type of Shelter: _____

Quality Assurance Plan Categories Received (*please indicate all QA Plans this statement is for*):

- Roof cladding, soffits, and roof framing connections.
- Wall connections to roof and floor diaphragms and framing.
- Roof and floor diaphragm systems, including connectors, drag struts and boundary elements.
- Main windforce-resisting systems, including braced frames, moment frames and shear walls.
- Main windforce-resisting system connections to the foundation.
- Fabrication and installation of components and assemblies meeting missile impact test requirements
- Wall cladding and wall cladding connections.
- Corrosion resistance or protection of exposed metal connectors providing load path continuity.
- Critical support systems and connections and debris impact protection
- Foundation design.
- Prefabricated shelter installation requirements
- Prefabricated shelter minimum foundation capacity requirements.

Please list procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of reports. Please identify and list qualifications of the person(s) exercising such control and their position(s) in the organization.

I acknowledge the special requirements contained in the quality assurance plan. I acknowledge that control will be exercised to obtain compliance with the construction documents. I acknowledge that the procedures for exercise control within my organization(s) and the individuals and qualifications of the person(s) exercising such control listed above are accurate to the best of my knowledge.

(PRINTED NAME)

(SIGNATURE)

(DATE)

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for St. Cloud School District 742-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 00 2600 - Procurement Substitution Requirements: Requests for substitution during the bidding process.
- B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 4000 - Quality Requirements: Product quality monitoring.
- D. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- E. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 2. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 3. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
 - 4. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.04 REFERENCE STANDARDS

- A. EN 15804 - Sustainability of Construction Works - Environmental Product Declarations - Core Rules for the Product Category of Construction Products; 2022 (Corrigendum 2021).
- B. ISO 14025 - Environmental Labels and Declarations - Type III Environmental Declarations - Principles and Procedures; 2006.
- C. ISO 14040 - Environmental Management - Life Cycle Assessment - Principles and Framework; 2006, with Amendment (2020).

- D. ISO 14044 - Environmental Management - Life Cycle Assessment - Requirements and Guidelines; 2006, with Amendment (2020).
- E. ISO 21930 - Sustainability in Buildings and Civil Engineering Works — Core Rules for Environmental Product Declarations of Construction Products and Services; 2017.

1.05 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 30 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- E. Sustainable Design Submittals: Items necessary to document use of sustainable construction materials, products, and practices.

1.06 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate Contractors.
 - 2. If a dispute arises between prime Contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - 1. Name of product and manufacturer.
 - 2. Model and serial number.
 - 3. Capacity.
 - 4. Speed.

5. Ratings.
- F. Environmental Product Declaration (EPD): Publicly available, critically reviewed life cycle analysis having at least a cradle-to-gate scope.
 1. Good: Product-specific; compliant with ISO 14044.
 2. Better: Industry-wide, generic; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 3. Best: Commercial-product-specific; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 4. Where demonstration of impact reduction below industry average is required, submit both industry-wide and commercial-product-specific declarations; or submit at least 5 declarations for products of the same type by other manufacturers in the same industry.
- G. Health Product Declarations (HPD): Complete, published declaration with full disclosure of known hazards, prepared using one of the HPDC (HPD-OLT) online tools.
- H. Sustainably Harvested Wood: Solid wood, wood chips, and wood fiber sourced and labeled by an organization accredited by one of the following:
 1. Wood sourced from a sustainable harvested location. Submit any documentation available.
 2. Chain of Custody documents are not required.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 2. Semi proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Documents provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are

recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

- a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
5. Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation select a product that complies with the standards, codes, or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

2.02 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the St. Cloud School District 742; notify St. Cloud School District 742 promptly upon discovery; protect, remove, handle, and store as directed by St. Cloud School District 742.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the St. Cloud School District 742, or otherwise indicated as to remain the property of the St. Cloud School District 742, become the property of the Contractor; remove from site.

2.03 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 1. Made using or containing CFC's or HCFC's.
 2. Made of wood from newly cut old growth timber.
 3. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste. See Section 01 7419
 6. Are made of vegetable materials that are rapidly renewable.
 7. Are made of recycled materials.
 8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
 9. Have a published Environmental Product Declaration (EPD).
 10. Have a published Health Product Declaration (HPD).
 11. Are Living Building Challenge Red List Free.
 12. Have a published Declare Label.

2.04 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.05 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. St. Cloud School District 742's Responsibilities:
 - 1. Arrange for and deliver St. Cloud School District 742 reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review St. Cloud School District 742 reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with St. Cloud School District 742.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

3.05 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01 6116 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT

RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Wet-applied roofing and waterproofing.
 - 4. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2025.
- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.2; 2017.
- D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; Current Edition.
- E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- F. CHPS (HPPD) - High Performance Products Database; Current Edition.
- G. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Current Edition.
- H. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- I. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
- J. SCS (CPD) - SCS Certified Products; Current Edition.
- K. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:

- a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scscertified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 - 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 - 2. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Joint Sealants: SCAQMD 1168 Rule.
 - 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).
 - 4. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. St. Cloud School District 742 reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to St. Cloud School District 742.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of St. Cloud School District 742 personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of St. Cloud School District 742 or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- C. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.06 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.

- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After St. Cloud School District 742 occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of St. Cloud School District 742's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, St. Cloud School District 742, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Promptly notify Architect of any discrepancies discovered.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.

5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

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

- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to St. Cloud School District 742's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with St. Cloud School District 742's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to St. Cloud School District 742-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the St. Cloud School District 742.

END OF SECTION

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. St. Cloud School District 742 requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: List of items to be salvaged from the existing building for relocation in project or for St. Cloud School District 742.
- B. Section 01 2500 - Substitution Procedures.
- C. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- D. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- E. Section 01 6000 - Product Requirements: Waste prevention requirements related to product substitutions.
- F. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- G. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production runoff water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01 6000 and Section 01 2500.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 6000:
 - 1. Relative amount of waste produced, compared to specified product.
 - 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Sum.
 - 3. Proposed disposal method for waste product.
 - 4. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- C. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

END OF SECTION

SECTION 01 7800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by St. Cloud School District 742, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with St. Cloud School District 742's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.

4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by St. Cloud School District 742.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for St. Cloud School District 742's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
 - 4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with St. Cloud School District 742's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION



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BUILDING ENCLOSURE COMMISSIONING PLAN

FOR THE

St. Cloud Area School District 742
Apollo High School – Building Addition

Building Enclosure Commissioning Plan Overview

The purpose of the Building Enclosure Commissioning (BECx) Plan is to provide a clear and concise roadmap for the implementation of the building enclosure commissioning process and to provide a record of the results of the building enclosure commissioning process. Since the Building Enclosure Commissioning Plan contains the results of the process, it can be considered a living document where the results are added throughout the process. Therefore, to simplify the upkeep of the document, the basic process and procedures to be followed throughout the project are detailed in the main body of the Building Enclosure Commissioning Plan. The materials and information that are developed during the building enclosure commissioning process are included in the appendices.

Systems to Be Commissioned

The systems and materials to be commissioned are outlined in the table below. Systems and materials apply only as appropriate to the materials, components, and systems specified in each building enclosure Technical Sections (Divisions 03-09).

Systems to Be Commissioned

System	Field Checklists	Equipment Startup	Performance Testing	Sampling Rate	Remarks
Div 3 - Concrete					
CIP Concrete Foundations	Yes	NA	No	NA	NA
Below Slab Insulation/VR	Yes	NA	No	NA	NA
Precast Architectural Concrete	Yes	NA	Yes	NA	NA
Div 4 – Masonry					
Unit Masonry	NA	NA	No	NA	NA
Div 6 – Wood, Plastics, and Composites					
Exterior Sheathing	Yes	NA	No	NA	NA
Div 7 - Thermal and Moisture Protection					
Roofing	Yes	NA	No	N/A	NA
Waterproofing	Yes	NA	No	N/A	NA
Coatings	Yes	NA	No	N/A	NA
Thermal Insulation (at exterior walls only)	Yes	NA	No	N/A	NA
Air and Vapor Barriers	Yes	NA	No	TBD	NA
Metal Wall Panels	Yes	NA	No	TBD	NA
Insulated Metal Wall Panels	NA	NA	No	TBD	NA
Joint Sealants (at building enclosure only)	Yes	NA	Yes	TBD	NA

System	Field Checklists	Equipment Startup	Performance Testing	Sampling Rate	Remarks
Flashings	Yes	NA	No	TBD	NA
Exterior Expansion Joints	Yes	NA	No	N/A	NA
Div 8 – Openings					
Doors, Frames, and Thresholds	Yes	NA	Yes	TBD	NA
Aluminum-Framed Entrances and Storefronts	Yes	NA	Yes	TBD	NA
Glazed Aluminum Curtain Walls	NA	NA	No	TBD	NA
Glazing	Yes	NA	No	NA	NA

Building Enclosure Commissioning Communications and Document Distribution

The following table outlines the submittal and distribution requirements for various documents used in the building enclosure commissioning process.

Communication Distribution Matrix

Document	Prepared by:	Submitted to:	Copies to:	Comments
Owner's Project Requirements	Owner	<ul style="list-style-type: none"> A/E BECxP 		
Constructability Review	BECxP	<ul style="list-style-type: none"> Owner A/E 		Provide review comments related to the durability, performance and building enclosure conformance with the Owner's Project Requirements and is for consideration by the Owner, A/E, and Contractor.
Building Enclosure Commissioning Specification	BECxP	<ul style="list-style-type: none"> A/E 	<ul style="list-style-type: none"> Owner 	Specification format provided by A/E and edited by BECxP
Building Enclosure Commissioning Plan	BECxP	<ul style="list-style-type: none"> Owner 	<ul style="list-style-type: none"> A/E 	
Design Development Documents Review Comments	BECxP	<ul style="list-style-type: none"> Owner 	<ul style="list-style-type: none"> A/E 	Provide review comments on the DD documents related to the building enclosure for compliance with the Owner's Project Requirements for consideration by the Owner, A/E, and Contractor.

Communication Distribution Matrix

Document	Prepared by:	Submitted to:	Copies to:	Comments
Construction Documents Review Comments	BECxP	<ul style="list-style-type: none"> • Owner • A/E 		Provide review comments on the construction documents related to the building enclosure for compliance with the Owner’s Project Requirements for consideration by the Owner, A/E, and Contractor.
Submittals and Shop Drawings on Commissioned Systems	CM	<ul style="list-style-type: none"> • BECxP • A/E 		Submittals and shop Drawings are submitted to the A/E as separate submission.
Factory/Laboratory, Test Agency, and Inspection Reports	CM	<ul style="list-style-type: none"> • BECxP 		Provide as required by the specifications. Reports are submitted to the A/E as separate submission.
Schedule Updates	CM	<ul style="list-style-type: none"> • BECxP 		Periodic updates to the construction schedule to notify BECx team of scheduled tests, meetings, and milestone installation events.
Submittal and Shop Drawing Review Comments	BECxP	<ul style="list-style-type: none"> • Owner • A/E • CM 		Provide review comments on submittals and shop drawings related to the building enclosure for consideration by the Owner, A/E, and Contractor.

Communication Distribution Matrix

Document	Prepared by:	Submitted to:	Copies to:	Comments
BECx Preconstruction Commissioning Conference Meeting Minutes	BECxP	<ul style="list-style-type: none"> • Owner • A/E • CM 		Record and distribute meeting minutes.
Mock-Up Summary Report	BECxP	<ul style="list-style-type: none"> • Owner • A/E • CM 		Attend the construction and testing of project-specific mock-ups and provide written summary report.
Action List Log	BECxP	<ul style="list-style-type: none"> • Owner • A/E • CM 		A list that is maintained and updated by the BECxP that includes all action items that relate to BECx activities, including a summary of description of each action item, date, responsible party, date and summary of corrective action.
Action Item Response	CM	<ul style="list-style-type: none"> • BECxP 	<ul style="list-style-type: none"> • Owner • A/E 	Contractor response to action items to which BECx team members assign the Contractor responsibility.
Action Item Response	A/E	<ul style="list-style-type: none"> • BECxP • CM 	<ul style="list-style-type: none"> • Owner 	Provide resolution to action items for which the BECxP and Contractor may be in disagreement.
Field Checklists	CM	<ul style="list-style-type: none"> • A/E • BECxP 		Field checklists for building enclosure assemblies.
Maintenance and Warranty Information	CM	<ul style="list-style-type: none"> • BECxP 	<ul style="list-style-type: none"> • A/E Team 	Sources of material, maintenance data, and warranty information for products, assemblies, and components related to the building enclosure as required by the

Communication Distribution Matrix

Document	Prepared by:	Submitted to:	Copies to:	Comments
				specifications.
Maintenance Schedule Summary Table	CM	<ul style="list-style-type: none"> • BECxP 	<ul style="list-style-type: none"> • Owner • A/E 	Summary table indexing the building enclosure component requiring maintenance and the frequency for required repair/ replacement.
Building Enclosure Commissioning Report	BECxP	<ul style="list-style-type: none"> • CxP / Owner 		Compile test data, inspection reports, and certificates for inclusion in the final Commissioning Report.
Record Drawings, Specifications, Approved Product Data and Shop Drawings, and As-Built set of final drawings	CM	<ul style="list-style-type: none"> • BECxP 		Provide as required by the specifications.
Building Enclosure Commissioning Record	BECxP	<ul style="list-style-type: none"> • Owner 	<ul style="list-style-type: none"> • A/E 	Provide complete commissioning records at the discretion of the Owner.

BUILDING ENCLOSURE COMMISSIONING TEAM ROLES AND RESPONSIBILITIES

<i>Building Enclosure Commissioning Team Roles and Responsibilities</i>				
Project Phrase	BECx Task	Description	Team Member	Responsibility
Pre-Design	Building Enclosure Commissioning Plan	Develop construction phase Building Enclosure Commissioning Plan to identify specific systems to be commissioned. The Building Enclosure Commissioning Plan will also include specific individual roles and responsibilities.	Owner	<ul style="list-style-type: none"> • Review and approve Building Enclosure Commissioning Plan and Specification. • Distribute BECxP to CM & A/E • Provide comments to BECxP. • Distribute comments from CM & A/E back to BECxP
			CM	<ul style="list-style-type: none"> • Review BECx Plan relative to CM and installing sub-contractor's roles and responsibilities. • Review building enclosure technical specifications, identify required BECx items, and provide a schedule to the BECxP with anticipated dates for each item. • Provide comments to BECxP.
			BECxP	<ul style="list-style-type: none"> • Prepare Building Enclosure Commissioning Plan. • Issue to Owner. • Incorporate comments into BECx Plan revisions as necessary.
			A/E	<ul style="list-style-type: none"> • Review BECx Plan relative to Design Team roles and responsibilities. • Provide comments to Owner.
Design	BECxP - DD		A/E and BECxP	<ul style="list-style-type: none"> • Review SD, DD, and CD phase. • DD BECx specifications and recommended tests. • Compatibility documentation of components.

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
Pre-Construction	Submittal and Shop Drawing Review	Review product data, sample, and shop drawing submittals for compliance with the design intent and Owner’s Project Requirements.	CM	<ul style="list-style-type: none"> • Provide submittals related to the building enclosure to the BECxP for their review, including shop drawings, product data, factory/laboratory test reports, samples, substitution requests, and change notifications pertaining to building enclosure. • Incorporate BECx activities into the master construction schedule.
			BECxP	<ul style="list-style-type: none"> • Review and provide comment on shop drawings, product data, factory/laboratory test reports, samples, substitution requests, and change notifications pertaining to building enclosure for compliance with the design intent and Owner’s Project Requirements. Provide comments to A/E for consideration in their review of the submittals.
			A/E	<ul style="list-style-type: none"> • Review, comment, and approve/disapprove BECxP review comments.
Pre-Construction	Pre-Construction Commissioning Conference meeting	Conduct an initial commissioning meeting with the Owner, A/E, and Contractors. The purpose of the meeting will be to establish the purpose and proposed process for commissioning this facility in the construction, acceptance and warranties phases of the project. Review the individual roles and responsibilities of each participating commissioning team member as specified in the Construction Documents	Owner	<ul style="list-style-type: none"> • Review building enclosure commissioning schedule data. • Coordinate with Contractors to incorporate building enclosure commissioning activities into project schedule. • Attend pre-construction commissioning conference.
			BECxP	<ul style="list-style-type: none"> • Coordinate and Chair pre-construction commissioning conference. Review commissioning responsibilities and personnel assignments and discuss items of significance that could affect progress as required by the specifications. • Record and distribute meeting minutes.

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
			A/E	Attend pre-construction commissioning conference.
			CM	<ul style="list-style-type: none"> • Provide summary and schedule of laboratory and field quality control tests and inspections required by the Contract Documents to BECxP. Keep BECxP updated if there are any changes to the schedule as it will take 2 – 3 weeks advance notice to schedule testing. • Incorporate building enclosure commissioning activities into Master Construction Schedule. • Attend pre-construction commissioning conference.
Pre-Construction	Mock-Up construction and testing	Not to be completed	CM	
			BECx P	
			Owner A/E	

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
Pre-Construction	Field Checklists	<p>Prepare Field Checklists for systems, components and/or building enclosure materials to be commissioned. These Field Checklists will be used for quality control and to document the completion of system, component and material installation.</p> <p>Completed Field Checklists are to be submitted to the building enclosure commissioning agent and A/E.</p>	BECxP	<ul style="list-style-type: none"> Review checklists. Provide comments to CM.
			CM	<ul style="list-style-type: none"> Develop and maintain field checklists for building enclosure activities. Issue to BECxP and A/E for review. Incorporate changes into final checklists as necessary.
			A/E	<ul style="list-style-type: none"> Review checklists. Provide comments to CM.
Construction	Building enclosure system and component testing	<p>Performance testing of installed building enclosure systems, components, and materials will be completed as specified in the building enclosure commissioning specifications and project technical specification sections (Divisions 03 through 09).</p> <p>The objective of performance testing is to demonstrate that each building enclosure system, and system-to-system interfaces meet</p>	Owner A/E	<ul style="list-style-type: none"> Participate in field testing coordination meetings. Attend the field testing to observe progress at their discretion.
			BECxP	<ul style="list-style-type: none"> Participate in field testing coordination meetings. Perform periodic site visits to document that work is being performed in compliance with the project specifications. Outline the commissioning process and performance test procedures. Witness and document building enclosure field testing.

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
		or exceed the performance requirements of the contract documents and the building enclosure design intent.	CM	<ul style="list-style-type: none"> • Participate in field testing coordination meetings. • Coordinate with the BECxP construction testing and submit field quality control testing, field checklists and inspection reports on building enclosure construction to BECxP. • Perform out of sequence work as required to facilitate field tests. • Coordinate corrective action of components that do not pass performance testing.
Construction	Construction Observation	Conduct visits to the construction site to observe construction activities related to building enclosure components and systems general conformance with the contract documents, building enclosure design intent, and the manufacturer's installation requirements.	Owner	<ul style="list-style-type: none"> • Review Action List.
			BECxP	<ul style="list-style-type: none"> • Conduct periodic Construction Observation visits to observe construction progress, system/component installation and general quality of construction. • Witness milestone installations and conduct visits no less than weekly during construction of the building enclosure. • Identify Action Items that requires a response, completion, corrective action, or additional work related to the building enclosure construction. • Assign Action Items to the proper party for remedial action. • Maintain and update Action List log that includes all action items related to BECx activities, including a summary of description of each action item, date, responsible party, date and summary of corrective action. • Monitor and verify corrective actions.

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
			A/E	<ul style="list-style-type: none"> Review Action List. Provide responses to items as needed.
			CM	<ul style="list-style-type: none"> Coordinate and Chair construction-phase coordination meetings. Review and respond to Action Items in a timely manner. Provide corrective actions as directed by the Action Log to resolve outstanding issues. Issue periodic updates to the construction schedule every two weeks or less as appropriate. Schedule shall be used to notify BECx team of scheduled tests and milestone installation events. Maintain at the site an updated set of record or “As-Built” documents reflecting actual installed conditions and all approved changes and modifications to the contract documents. Access shall be provided to the BECx team to review the “As-Built” and record documents. The record documents shall be maintained concurrently with construction.
Construction	Building Enclosure Commissioning Meetings	Routine meetings to review progress, status, and resolve items on the Action List. Meetings should be conducted no less than every month during construction of the building enclosure.	Owner	<ul style="list-style-type: none"> Attend building enclosure commissioning meetings. Provide final interpretative authority on disputed deficiencies.
			BECxP	<ul style="list-style-type: none"> Conduct routine meetings. Review progress on the Action List and resolve issues affecting the building enclosure.

Building Enclosure Commissioning Team Roles and Responsibilities

Project Phrase	BECx Task	Description	Team Member	Responsibility
				<ul style="list-style-type: none"> Maintain and update Action List log that includes all action items related to BECx activities, including a summary of description of each action item, date, responsible party, date and summary of corrective action.
			A/E	<ul style="list-style-type: none"> Attend building enclosure commissioning meetings. Provide resolution to items for which the BECxP and Contractor may be in disagreement.
			CM	<ul style="list-style-type: none"> Attend building enclosure commissioning meetings.
Construction	Building Enclosure Commissioning Report	Compile a comprehensive commissioning report documenting all building enclosure commissioning activities.	BECxP	<ul style="list-style-type: none"> Compile test data, inspection reports, and certificates and include them in the Building Enclosure Commissioning Report. Provide complete building enclosure commissioning records including all performance test documentation, both in writing and electronic format at the discretion of the Owner.
			CM	<ul style="list-style-type: none"> Provide a summary table indexing the building enclosure component requiring maintenance and the frequency for required repair/ replacement as required in the specifications. Provide maintenance information for each entry containing product data sheets, extended warranty information, sources of materials, and installation and maintenance instructions as required in the specifications. Provide record drawings, record specifications, and approved product data and shop drawings as required in the specifications.

Building Enclosure Commissioning Schedule

The following is a general outline of the Building Enclosure Commissioning Schedule for the commissioning tasks that will be performed on the project site or at the Commissioning Agent Offices:

<i>Building Enclosure Commissioning Schedule</i>				
Project Phase	Task	Duration	Schedule	Predecessors
Pre-Construction	Submittals and Shop Drawing Review	TBD	Concurrent with A/E review	Receive Submittals and Shop Drawings
Construction	Review Field Checklists	TBD	Scheduled by CM and BECxP	Approval of Product Submittals and Shop Drawings
Construction	Building Enclosure Pre-Construction Commissioning Conference	1 Day	Scheduled by Owner and BECxP	None

Building Enclosure Commissioning Schedule

Project Phase	Task	Duration	Schedule	Predecessors
Construction	Construction Observation	TBD	Construction observations scheduled concurrent with installation of building enclosure – visits to occur no less bi-weekly. More frequent visits may be scheduled during milestone installations.	Start of site activities and building enclosure components.
Construction	Building Enclosure System and Component Field Testing	TBD	Scheduled by Owner, CM, and BECxP.	Building Enclosure system and component installation commencement.
Construction	Building Enclosure Commissioning Meetings	TBD	Concurrent with building enclosure construction - meetings to be held no less than every two weeks.	Building Enclosure system and component installation commencement.
Post-Construction	Building Enclosure Commissioning Report	TBD	Issued after completion of field testing and construction of the building enclosure.	Building Enclosure system and component construction and field testing.
Post-Occupancy	Post-Occupancy Walk-through	TBD	10 month walk-through to see issues related to air/water leaks and inspect various components of the building enclosure.	Completion of project, field testing and open issues closed at least 10 months prior to this walk-through.

Building Enclosure Performance Testing Activities

The following is a general outline of the Building Enclosure Commissioning Schedule for the Performance Testing activities that will be performed at the construction site. Test requirements listed below apply only as appropriate to the materials, components, and systems specified Section 01 9115 Facility Building Enclosure Commissioning and this BECx Plan.

<i>Performance Testing Activities</i>				
Location / Test Type	Testing Standard	Description	Criteria	Schedule & Number of Tests
Air Leakage Testing				
Waterproofing. Performed by waterproofing subcontractor		Sheet Waterproofing	Per manufacturer adhesion test data.	Continuous
Water Leakage Testing				
Hollow metal doors water test for doors, frames and connection to wall assembly	AAMA 501 (water test only, no air pressure)	Water rack or hose on each seam for 5 min.	Intended to evaluate joints, gaskets and sealant details in the closed door position.	For HM Exit Doors: Test one set of double doors and one single door. For each failed test, 1. Identify reason for failure. 2. Repair unit and retest the installation unit until it is completely free of defects. 3. Test two additional of doors

Performance Testing Activities

Location / Test Type	Testing Standard	Description	Criteria	Schedule & Number of Tests
Air and Water Leakage Testing				
Storefront Construction (min chamber size to be determined by A/E) Performed by third party testing agency	AAMA 502	Field Air Leakage Testing and Water Penetration ASTM E783 and ASTM E1105 , procedure "A". Chamber, including adjacent wall substrate, exterior perimeter sealant joint and primary sealant joint	Air Leakage Test <0.06 cfm/ft ² at 6.24 lbf/ft ² . Minimum water penetration test pressure shall be 8 lbs/ft ² . No water shall penetrate through the perimeter frame or primary sealant joint, be visible on interior surfaces, be visible on the flashing pan, pass beyond the vertical plane at the inner most projection of the curtain wall frame, or be present within the wall cavity.	<u>For Storefront Entry:</u> <ul style="list-style-type: none"> • One Entry Door Test For each failed test, <ol style="list-style-type: none"> 1. Identify reason for failure. 2. Repair unit and retest the installation unit until it is completely free of defects. 3. Test Entry door again.
Storefront Construction (min chamber size to be determined by A/E) Performed by third party testing agency	AAMA 503	Field Air Leakage Testing and Water Penetration ASTM E783 and ASTM E1105 , procedure "A". Chamber, including adjacent wall substrate, exterior perimeter sealant joint and primary sealant joint	Air Leakage Test <0.06 cfm/ft ² at 6.24 lbf/ft ² . Minimum water penetration test pressure shall be 8 lbs/ft ² . No water shall penetrate through the perimeter frame or primary sealant joint, be visible on interior surfaces, be visible on the flashing pan, pass beyond the vertical plane at the inner most projection of the curtain wall frame, or be present within the wall cavity.	<u>For Storefront Window:</u> <ul style="list-style-type: none"> • One Window Test For each failed test, <ol style="list-style-type: none"> 1. Identify reason for failure. 2. Repair unit and retest the installation unit until it is completely free of defects. 3. Test Window again.

Performance Testing Activities

Location / Test Type	Testing Standard	Description	Criteria	Schedule & Number of Tests
Joint Sealants to substrates Performed by sealant manufacturer technical representative or Installer	ASTM C1193 X1-Method A	Sealant Adhesion - Hand Pull Tab	Per manufacturer adhesion test data. Provide locations of test, image of the pulled sealant and pass or fail notation for each location. Sealant to break evenly on each side (snap). Sample width, depth and profile to be reviewed against specifications.	10 locations throughout the construction

SECTION 019115 – FACILITY BUILDING ENCLOSURE COMMISSIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building enclosure commissioning procedures, including substructure, superstructure, exterior enclosure, and roofing construction that protects climate-controlled interior spaces from unconditioned spaces and the exterior environment, as follows:
 - 1. Below-grade construction including foundations and slab-on-grade that functions as part of the exterior enclosure system but excluding structural systems and components.
 - 2. Superstructure floor and roof construction that functions as part of the exterior enclosure system.
 - 3. Building enclosure construction, above grade, including exterior opaque walls including sheathing, framing, and insulation; windows and doors; and interior finish materials attached to the exterior wall.
 - 4. Roofing, including roofing system, roofing insulation, and skylights, hatches, and other roof openings.
- B. The materials, components, systems, and assemblies that comprise the above and below-grade building exterior enclosure will be evaluated and tested as outlined in this Section, as well as in accordance with each of the technical Sections associated with the design and construction of the building exterior enclosure, and the BECx Plan. The purpose of the Building Enclosure Commissioning Program (BECx) will be to provide a process for independent, third-party verification that the installed performance of the building exterior enclosure meets or exceeds the minimum performance requirements set forth by the contract documents for this project.
- C. Unless otherwise agreed to in writing between the Owner and Contractor, the BECxP (Building Enclosure Commissioning Provider) will be managed by a registered architect, professional engineer, or other certified commissioning entity (Commissioning Provider) retained by the Owner, and will include, by reference, all requirements set forth by the Architect-of-Record for pre- construction laboratory and field performance testing of the materials, components, systems and assemblies that comprise the building exterior enclosure. In that context, it should be understood by all parties to this project that:
 - 1. Full and complete compliance with the building exterior enclosure performance requirements set forth by the Architect-of-Record in the Basis-of-Design (BOD) for this project will be required to achieve successful “commissioning” of the building exterior enclosure.
 - 2. The requirements of this Section shall in no way relieve the Owner, Contractor, Architect-of-Record and other parties to this project of their respective contractual obligations to the Owner for meeting the specified performance levels in the design and construction of this project.
 - 3. The “commissioning” requirements of the general contractor and sub-contractor or trade

responsible for the final detailing and construction of the building exterior enclosure are included under in Part 1 of each of the technical specification Sections included in this Project Manual as they relate to the design and construction of the building exterior enclosure for this project (Divisions 2 through 9).

- D. The Commissioning Provider will provide periodic written summaries (Reports) of the work in progress during the construction of the building exterior enclosure. These reports will include, but may not be limited to, photographs, sketches and diagrams as required illustrating conditions observed in the field, especially deficiencies noted, together with proposed solutions for those conditions where appropriate for further review and acceptance by the Architect-of-Record for the project. Any changes to the contract documents arising out of the Building Exterior Enclosure Commissioning Program must be submitted, reviewed, and accepted in writing, by the Architect-of-Record and Owner and submitted with a series of details/schematics and material specifications to the Contractor for pricing prior to implementation on the project. The Contractor shall be responsible for coordinating and managing the commissioning responsibilities of each of the subcontractors responsible for the building exterior enclosure.

1.2 RELATED SECTIONS:

- A. Division 01 Section "General Commissioning Requirements" for general requirements for commissioning including definitions, commissioning team membership, Owner's responsibilities, Contractor's responsibilities, and Commissioning Provider's responsibilities.
- B. Division 03 through 14 Sections for facility exterior enclosure commissioning requirements specific to the Work of each Section.
- C. Building Enclosure Commissioning Plan is incorporated by appendix with this Section.

1.3 ALLOWANCES

- A. Commissioning testing and inspection costs are included in the Commissioning Testing Allowance in Division 01 Section "Allowances" Division 1 Section "Allowances"

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Attend construction-phase coordination meetings.
- B. Cooperate with the Commissioning Provider personnel and Building Exterior Enclosure Commissioning consultant, provide access to work, and provide adequate schedule for the work for commissioning tasks.
- C. Furnish copies of all shop drawings, manufacturer's literature, installation instructions, maintenance information, schedules, warranties or other information as requested.
- D. Provide qualified personnel for assistance to complete the commissioning tests, including seasonal testing and all required air and water leakage testing for elements of the building exterior enclosure.
- E. Submit a copy of the General Contractor's project and site-specific Quality Assurance program to be implemented for construction for review by the Architect of Record, the Owner and Owner representatives and the Commissioning Provider, including the building exterior enclosure commissioning subconsultant prior to beginning construction and prior to the kick-off meeting of

the Building Exterior Enclosure Commissioning Process.

- F. Participate and ensure all subcontractors utilized for work on this contract participate in meetings prior to beginning construction with the various members of the design and construction teams, including, but not limited to, the Owner, Owner's representatives, Architect of Record, Commissioning Provider including the building exterior enclosure commissioning subconsultant, Mechanical Engineer, suppliers, and manufacturer technical representatives. The subcontractors that must attend this meeting include all subcontractors that will be involved in the construction of the building exterior enclosure, including, but not limited to, the roofing, wall system (including installers for the façade system, including, but not limited to, the masonry, metal panel, siding, and installers for the air barrier system and drainage plane and flashing and water management system), flashing, sealant, fenestration, concrete, steel, HVAC, electrical, interior framing and drywall contractors. This meeting will be to discuss construction sequencing and the coordination of trades and the General Contractor's project and site-specific Quality Assurance program to be implemented that will be completed during construction of the building exterior enclosure.
- G. Have a representative present during laboratory structural and air and water leakage performance testing of building exterior enclosure materials or systems, as required in this section, and the BECx Plan
- H. Chair monthly or bi-weekly Building Enclosure Quality Assurance Meetings with the appropriate subcontractors in attendance, to review and discuss issues and concerns related to the building exterior enclosure noted by the Architect of Record, the Commissioning Provider, the building exterior enclosure commissioning subconsultant, and the Owner or Owner's representative, during the previous week and what action will be taken to address the noted non-conformances. Maintain a summary of non-conformances and current status.
- I. Provide a representative to be present, and have a representative present from each trade and/or subcontractor associated with installing the system during random building exterior enclosure air and water leakage performance testing, as indicated within the individual sections within Divisions 2 through 9, this section and the BECx Plan. Provide a written protocol and a timeline for repair of any deficiencies noted during the performance testing and/or a written report from the third party agency performing the tests indicating what repairs were required. If a systemic problem is identified during testing, please see the following requirement.
- J. Provide a repair and remediation protocol for any systemic failures identified by the Commissioning Provider, including a timeline for repair of all affected elements. Repaired elements shall not be covered up without review and documentation by the Commissioning Provider.
- K. Provide copies of all test and inspection reports for inclusion in the Systems Manual to be submitted as part of the project closeout documentation.
- L. Provide a Systems Manual as part of the project record closeout documentation that includes, but is not limited to, closeout requirements listed in these specifications and more specifically:
 - 1. As-built drawings, including a copy of all details and drawings that were installed as part of any addendums or change order directives. All deviations shall be clearly marked in red pen.
 - 2. Specifications for the project, including all accepted product substitutions and any additional specifications as part of any addendums or change order directives. All accepted product substitutions and all deviations shall be clearly marked in red pen.
 - 3. A copy of all accepted change orders

4. A copy of all final shop drawings for each product requiring shop drawings, with the A/E mark-ups and comments, showing final as-built conditions
 5. A copy of all warranties, organized by product, and any and all product manufacturer letters indicating the product as appropriate to use for the application intended on the project as well as any installation guidance
 6. A master product list summarizing all products used on the project for construction of the building exterior enclosure, organized by tabs in a binder, including the following information:
 - a. Product name
 - b. Product manufacturer
 - c. Catalog or other applicable number for ordering
 - d. Manufacturer's contact information, including the contact information for the technical representatives, including one national contact and one regional technical representative contact
 - e. Product color
 - f. Supplier contact information
 - g. Products installation instructions, including installation instructions supplied with any of the shop drawings that indicated field installed items.
 - h. Manufacturer's product maintenance guide.
 - i. Manufacturer's checklist for periodic review of the product indicating how often the product should be checked and the process for implementing a repair
- M. A Systems Manual is to be developed for each major building exterior enclosure system; including, but not limited to:
1. Roof (penetrations, curbs, etc.)
 2. Skylights /Sloped glazing
 3. Exterior walls (masonry, precast, metal, insulation, framing, vapor retarder, air barrier, sheathing, etc.)
 4. Windows
 5. Doors
 6. Sealants and expansion joints
 7. Control joints
 8. Flashings (end dams, drip edges, flexible flashing and metal flashings)
 9. Curtain walls or window walls, storefronts
 10. Below-grade construction, waterproofing, drainage
 11. Floors, slab-on-grade
 12. Fire separation/stopping, smoke control and air compartments
 13. Other special building exterior enclosure systems, equipment and controls.
- N. Participate in maintenance orientation and inspection and in one maintenance and training session with the building operations and maintenance staff and other participants identified by the Owner and Architect-of-Record, with the assistance of the Commissioning Provider.
- O. Provide labor and facilities:
1. To provide access to work to be tested
 2. For Commissioning Provider's exclusive use, for storage of instruments and drawings, records, and preparation of daily reports

1.5 COMMISSIONING PROVIDER'S RESPONSIBILITIES

- A. Cooperate with the Architect and Contractor and provide qualified personnel when scheduled.
- B. Promptly notify Architect and Contractor of irregularities or deficiencies in work that are observed during performance of services.
- C. Be present to observe all testing of all building exterior enclosure systems as defined in the Contract Documents.
- D. Commissioning Provider is not authorized to:
 - 1. Release, revoke, alter or expand requirements of Contract Documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of the Contractor.

1.6 COMMISSIONING DOCUMENTATION

- A. Provide the following information to Commissioning Provider for inclusion in the Commissioning Plan:
 - 1. Submittals, information for systems manuals, and other required documents and reports.
 - 2. Identification of installed exterior enclosure components, assemblies, systems, and equipment, including design changes that occurred during the construction phase.
 - 3. Certificate of completion, certifying that exterior enclosure assemblies, systems, equipment, and associated controls are complete and ready for testing.
 - 4. Test and inspection reports and certificates.
 - 5. Corrective action documents.

1.7 COMMISSIONING SUBMITTALS

- A. Submit commissioning submittals to Commissioning Provider. Submittals requiring Architect's action will be returned to Architect. The Contractor is to provide the following submittals to the Commissioning Provider, including the building exterior enclosure-commissioning subconsultant, in addition to submitting them to the Architect-of-Record. These submittals are in addition to those specified in Division 1 Section 01810 "General Commissioning Requirements."
 - 1. Coordination Drawings: Provide cross references on any and all shop drawings indicating that drawings have been checked and cross-referenced by the Contractor to ensure that adjacent elements (i.e. wall elements and fenestration elements) and the dimensions and construction tolerances indicated will allow all work at interfaces to be constructible
 - 2. Qualifications Data: For fabricators, installers, and testing agencies, submit to the Commissioning Provider for review all qualifications required in Divisions 2 through 9 for review.
 - 3. Preconstruction Test Reports: all preconstruction air and water leakage performance test results, including all failed tests, recording the noted deficiency and the required repair, and provide a copy of all remediation processes and QC/QA processes that will be put in place to address the deficiency on future work product
 - 4. Source Quality Control Reports: retain a copy for field review by the commissioning Provider and include in the closeout submittal a copy of all manufacturer QA/QC reports submitted for products supplied for the project
 - 5. Field Quality Control Reports: provide a copy of the test reports for all field water and air

- penetration and other appropriate building exterior enclosure tests completed
6. Special Inspections Reports for all special inspections indicated by the Architect/Engineer-of-Record in the specifications.

1.9 QUALITY ASSURANCE

- A. Quality Assurance and Control: Specific commissioning quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Specified commissioning tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- B. Preconstruction Commissioning Conference: Commissioning Provider will schedule a preconstruction commissioning conference before construction of the exterior enclosure starts, at a time convenient to Owner, Contractor, and Architect, but no later than 15 days after execution of the Agreement with the Contractor. Allow for the conference to be held at Project site or another convenient location. The Commissioning Provider will conduct the meeting to review commissioning responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Commissioning Provider, Architect and consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to commissioning.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Commissioning plan
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long-lead items.
 - e. Designation of key personnel and their duties.
 - f. Procedures for testing and inspecting.
 - g. Submittal procedures.
 - h. Preparation of Record Documents.
 - i. Owner's occupancy requirements.
 3. Minutes: Commissioning Provider will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 VERIFICATION

- A. Certify that building exterior enclosure systems, subsystems, and construction have been completed according to the Contract Documents, including all addenda and change order requirements.
- B. Commissioning Provider will witness and document field quality-control tests and inspections.
 1. Certify that field quality-control testing of building exterior enclosure has been completed and approved, that discrepancies have been corrected, and corrective work approved. Provide a copy of the list of nonconformances maintained by the General Contractor

indicating all corrections completed.

3.2 DEFERRED TESTING:

1. If tests cannot be completed because of a deficiency outside the scope of the Building Exterior Enclosure, the deficiency shall be documented and reported to Owner. Deficiencies shall be resolved and corrected by Contractor and tests rescheduled.
2. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed and documented and additional tests scheduled.

3.3 TESTING REPORTS:

1. Reports shall include measured data, data sheets, and a comprehensive summary describing the building exterior enclosure systems at the time of testing.
2. Prepare a preliminary test report. Deficiencies will be evaluated by Architect to determine corrective action. Deficiencies shall be corrected and test repeated. All repairs are to be documented by the Commissioning Provider.
3. If it is determined that the system is constructed according to the Contract Documents, the Owner will decide whether modifications are required to bring the performance of the system to a level where the failure or deficiency is eliminated and shall be implemented or if the test results will be accepted as submitted. If corrective Work is performed, the Owner will decide if tests shall be repeated and a revised report is to be submitted.

3.4 SYSTEMS TO BE COMMISSIONED

- A. Refer to Divisions 2 through 9 of the Specification Sections, this section and the BECx Plan for specific requirements for commissioning each building exterior enclosure element and system. The systems and elements to be commissioned include, but are not limited to:

1. Roofs, including all penetrations, transitions, etc.
2. Skylights and other sloped glazing
3. Exterior walls, including the air barrier system, and water management systems
4. Windows
5. Doors, louvers
6. Sealants and expansion joints
7. Control joints
8. Flashings, including all transitions, end-dams, etc.
9. Curtain walls or window walls, storefront
10. Below-grade construction, including drainage and waterproofing/damp proofing
11. Floors, slab-on-grade
12. Interface conditions between each of the above listed elements
13. Fire separation/stopping, smoke control and air compartments
14. Other special building exterior enclosure systems, equipment and controls.

3.5 FIELD QUALITY CONTROL

- A. Waterproofing: Quality Observation Assurance

1. QOA for waterproofing will include checking for proper surface preparations, ensuring the correct application of waterproofing membranes, inspecting the integrity of seals and joints, and verifying the installation of drainage systems

- B. Storefront Testing

1. The newly installed Storefront Entry shall be field tested by AAMA accredited independent laboratory, in accordance with **AAMA 502** - uniform pressure, "Voluntary Specification

for Field Testing of Newly Installed Fenestration Products.” The area(s) to be tested is (are) as follows:

- Main Entry
2. The newly installed Storefront Window shall be field tested by AAMA accredited independent laboratory, in accordance with **AAMA 503** - uniform pressure, “Voluntary Specification for Field Testing of Newly Installed Storefronts, Curtain Walls and Sloped Glazing Systems.” The area(s) to be tested is (are) as follows:
 - Window on West side of CORRIDOR A299G
 3. Air Leakage resistant tests shall be conducted at a uniform static test pressure of 6.24 psf. The maximum allowable rate of leakage shall not exceed 0.06 cfm/ft²
 4. Water Penetration test shall be conducted at a static test pressure of 8.0psf for storefronts. For each test that fails, the Architect/Testing Agent will select two additional windows to be tested. All unsuccessful tests, both original and retest as well as additional windows to be tested due to an unsuccessful test will be paid by the Contractor by deduct change order.
 5. The window installer is required to carry an allowance to cover attending the testing and for corrective measure is required.
 6. Attendance at the window testing is required for the installing Contractor and General Contractor or Construction Manager.
 7. Testing Schedule per BECx Plan

C. Hollow Metal Door Testing

1. The newly installed Hollow Metal doors shall be field testing by AAMA accredited independent laboratory in accordance with **AAMA 501** – Quality Assurance and Diagnostic Water Leakage Field Check. The area(s) to be testes is (are) as follows
 - One double door set
 - One single door
2. Water Pressure to be 30 – 35 psi at the nozzle inlet. Nozzle to be approx.. 12” away from test area.
3. The door installer is required to carry an allowance to cover attending the testing and for corrective measure is required.
4. Attendance at the window testing is required for the installing Contractor and General Contractor or Construction Manager.
5. Testing Schedule per BECx Plan

D. Sealant pull test at precast panel seams

1. The newly installed exterior sealant joints of the precast panels shall be tested by sealant manufacturer representative or sub-contractor in accordance with ASTM C1193, X1-Method A.
2. Sealant installer is required to carry an allowance to cover the repair of the test areas
3. Construction Manager to have a separate observer or BECxP can observe the tests.
4. Documentation of the locations and the results to be sent to BECxP, Architect, Owner and Construction Manager.
5. Testing Schedule per BECx Plan

END OF SECTION 019115