

Project Manual for

Richland Library Main Library Generator Gates

The Boudreaux Group, Inc.
1519 Sumter Street
Columbia, South Carolina 29201

Architect's Project No. R-778-13-8-GG

Construction Documents

January 23, 2020

SECTION 010000 – INVITATION FOR CONSTRUCTION BIDS

Sealed bids for all labor and material required for the Richland County Library- Main Library Board Room and Misc. Renovations project will be received by the Architect, BOUDREAUX, on behalf of the Owner, Richland County Library, on **February 12, 2020 at 2:30PM. The location of the bid opening will be clarified at the mandatory pre-bid meeting which is scheduled for January 30, 2020 at 10:00 AM at 1431 Assembly Street, Columbia, SC, Room 214.** Construction is anticipated to begin in March 2020. Only those bidders represented are eligible to bid. Bidders must sign in to mandatory pre-bid meeting under the same name that will appear on the Bid Form.

The Construction Documents with the Construction Drawings and Project Manual, including Instructions to Bidders, Form of Proposal, Form of Contract, Technical Specifications and other contract documents will be made available to bidders.

Bidders are to only bid from the PDF sets of the bidding documents received directly from the Owner's office. Documents can be obtained from Richland Library by contacting Leila Scott via email at lscott@richlandlibrary.com. A link from which to download the documents and any subsequent Addenda shall be provided. It is the responsibility of each bidder to ensure receipt and inclusion of these Addenda and associated items on the bid form.

Bidders are responsible for the cost of printing any sets of documents or partial sets of documents as they deemed necessary to print for their convenience with their efforts to bid the documents. The quality of such printing, in that it matches in clarity the of the PDF's provided by the architect, is the responsibility of the bidders. **All bids are to be based on full sets of bidding documents only.**

NOTICE TO BIDDERS:

THERE IS A PRE-BID CONFERENCE ON January 30, 2020 at 10:00 AM At Richland Library, 1431 Assembly Street, Room 214. At the conference all questions are to be directed to the Owner and submitted to the Owner in writing by **February 6, 2020**. A written record of the questions and answers will be recorded in the Pre-Bid Conference Meeting Minutes and will be issued via an Addendum. Bids are not to be based on oral interpretations, discussions or questions and answers, as to the meaning of the Drawings and Specifications during the Pre-Bid conference.

Contract, if awarded, will be a lump sum basis to a qualified steel fabricator licensed to operate in the State of South Carolina. No bid may be withdrawn for a period of ninety (90) days after the time and date of the bid opening. Bids must be held with no cost increase until the anticipated start date of construction which is stated above.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, WAIVE INFORMALITIES AND AWARD THE CONTRACT IN THE BEST INTEREST OF THE OWNER.

END OF SECTION 010000

IMPORTANT BID DOCUMENT CHECKLIST

In an effort to ensure that each General Contractor completes all bidding documentation fully and properly, and adheres to South Carolina public bidding laws and statutes, the following bid document checklist is provided for the Bidder's convenience.

	<u>YES</u>	<u>NO</u>
1. Is bid on the Form of Proposal as included in the specifications?	_____	_____
2. Is the Form of Proposal prepared as outlined in paragraph 7 of the Instructions to Bidders?	_____	_____
3. <i>Does the bid envelope have the following information noted on the outside:</i>		
Name and address of Bidder,	_____	_____
Name of Project.	_____	_____
4. MWBE Appendix A	_____	_____
5. SLBE Appendix B	_____	_____
6. If awarded the contract, can the Bidder provide:		
Certificates of Insurance in the amounts indicated in the specifications executed on ACORD 25-S document.	_____	_____

End of Section

INSTRUCTIONS TO BIDDERS

1. Competitive Sealed Proposals

Richland Library has determined that the use of competitive sealed proposals (in lieu of competitive sealed bidding) on this project is more advantageous to the Library. With competitive sealed proposals, award shall be made to the responsive and responsible contractor whose proposal is determined to be the most beneficial to the Library, taking in to consideration price and the other evaluation factors set forth herein.

A. Evaluation factors

The following evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to the Library:

Criteria #1: Price – 80 Points. This criteria is based on the lump sum price (Form of Proposal). The proposal with the lowest price will receive the maximum score of 80 points. All other proposals will receive a pro-rata score based on the percentage differential of their price to the lowest price.

Criteria #2: MWBE Participation – 20 points. This criteria is based on the substantiated MWBE Utilization Commitment percentage (Form of Proposal Appendix A). All Proposals with a minimum of 30% participation will receive the maximum score of 20 points. All other proposals will receive a pro-rata score based on the percentage below 30%, (Example 25% would receive a score of 16.67 points).

Criteria #3: SLBE Participation – 20 points. This criteria is based on the substantiated SLBE Utilization Commitment percentage (Form of Proposal Appendix B). All Proposals with a minimum of 30% participation will receive the maximum score of 20 points. All other proposals will receive a pro-rata score based on the percentage below 30%, (Example 25% would receive a score of 16.67 points).

Criteria #4: Richland County Firm – 1 point. This criteria is based on business location (Form of Proposal). Any proposer whose principal place of business is located within the geographic boundaries of Richland County will be awarded 1 (one) bonus point. Business location in Richland County must be a period of previous existence equal to or greater than six (6) months prior to the proposal due date.

B. Definition of “Minority Business”

Any business, whether individually owned, a partnership, a joint venture, or a corporation which is certified to be wholly or at least fifty-one (51%) percent owned or controlled by members of a minority group. The minority or woman-owned business enterprises (MWBE) shall have certification(s) or registration(s) from SCDOT or the SC Governor’ Office. The Owner, at its sole discretion, may accept similar certifications from other governing bodies in South Carolina or the adjoining states of North Carolina and Georgia.

C. Definition of “MWBE Participation”

- a. Minority businesses contracted as construction subcontractors, vendors, suppliers, or providers of professional services for this project.
- b. The proposer will be allowed to count the entire amount of that portion of professional services, construction, goods and general services contract that is performed by the MWBE’s own workforces. This amount should include the cost of supplies and materials obtained by the MWBE for the work of the contract, including supplies purchased or equipment leased by the MWBE (except supplies and equipment the MWBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- c. When a MWBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MWBE commitment only if the MWBE's subcontractor is itself a MWBE. Work that a MWBE subcontracts to a non-MWBE does not count toward MWBE commitment.

D. Definition of “Small Local Business Enterprises”

An independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a "small business enterprise" and a "local business enterprise," and has certification as an SLBE issued by the Richland County Office of Small Business Opportunity. The Owner, at its sole discretion, may accept similar certifications from other governing bodies in South Carolina or the adjoining states of North Carolina and Georgia.

E. Definition of “SLBE Participation”

- a. Small firms or businesses contracted as construction subcontractors, vendors, suppliers, or providers of professional services for this project.

- b. The proposer will be allowed to count the entire amount of that portion of professional services, construction, goods and general services contract that is performed by the SLBE's own workforces. This amount should include the cost of supplies and materials obtained by the SLBE for the work of the contract, including supplies purchased or equipment leased by the SLBE (except supplies and equipment the SLBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- c. When a SLBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SLBE commitment only if the SLBE's subcontractor is itself a SLBE. Work that a SLBE subcontracts to a non-SLBE does not count toward SLBE commitment.

2. Explanation to Bidders

Any explanations desired by bidders regarding the meaning or interpretation of the drawings and specifications should be requested in writing to the architect. This form must be submitted with sufficient time allowed for a reply to reach them at least seven (7) days before the submission of their bids. Oral explanations or instructions given before the award of the Contract will not be binding. Any interpretations made will be in the form of an Addendum to the Specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged on the proposal form in the space provided.

3. Approval of Materials, Equipment and Substitutions Prior to Bid Opening

A. Substitution

The contract shall be based on the standards of quality established in the Contract Documents. Products specified by reference to standard specifications such as ASTM and similar standards do not require further approval except for interface within the work. Do not substitute materials, equipment or methods unless such substitution has been specifically approved in writing for this work by the Architect by addendum. Prior to bidding, submit substitution requests for the architect's approval on the substitution request form included at the end of this section a minimum of 10 days prior to bid date.

B. "Or Equal":

Where the phrase "or equal" or "equal as approved by the Architect" occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be

approved as equal unless the item has been specifically approved for this work by the Architect. The decision of the Architect shall be final.

C. Approval of substitutions and "or equal" materials:

In cases where a bidder is in doubt concerning the acceptability of a material that he desires to use as a basis for this bid, the bidder may request the Architect/Engineer's approval to use such material in lieu of that particularly mentioned as a basis of this bid. Requests from material dealers and subcontractors **must be made through a General contractor/proposer**. Such requests shall be submitted in writing on the "Substitution Request Form" to the Architect/Engineer for approval. The Architect/Engineer's approval to use the materials as a basis of bids will, if granted, be issued in writing and a copy will be forwarded to all other bidders.

Approval to use a material as a basis of bids shall not constitute final approval. Such approval granted prior to opening of bids shall be subject to reconsideration after the proposals are received and before the award of the Contract. Final approval of all materials proposed in lieu of those particularly mentioned will be submitted through the apparent low General Contractor as provided in Division 1, General Conditions, of the Contract Specifications. In view of the relatively short time available for consideration of requests and advising all parties concerned prior to opening consider particularly important and should submit such requests as far in advance of the opening of bids as practical **AND NO LESS THAN TEN (10) DAYS PRIOR TO BID OPENING.**

4. Addenda

Changes or corrections may be made in the Bid Documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or corrections will be distributed to all registered bidders to download/print. Such Addendum or Addenda will take precedence over the portion of the Bid Documents concerned and will be considered as a part of the Contract Documents.

5. Examination of Drawings and Specifications

Each bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. If any bidder is in doubt as to the true meaning of any part of the Drawings, Specifications or other documents, or if any error, discrepancy, conflict or omission is noted, the bidder should immediately contact the Architect/Engineer and request clarification. The Architect/Engineer will clarify the intent of the documents and/or correct such error, discrepancy, conflict or omission and will notify all bidders by Addendum in cases where the

extent of the work of the cost thereof will be appreciably affected. No allowance will be made after the bids are received for oversight by a bidder. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

6. Examination of Other Conditions Affecting the Work

Each party submitting a proposal shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, ordinances, rules and regulations that will affect the work prior to submitting a proposal. He shall visit the site, examine the grounds and all existing buildings, utilities and roads and shall ascertain by any reasonable means all conditions that will in any manner affect his work. He shall ask the Architect/Engineer for any additional information that he deems necessary for him to be fully informed as to exactly what is to be expected prior to submitting a proposal. **Each party submitting a proposal shall carefully examine existing conditions as compared to the Contract Documents. Any discrepancies noted between same shall be noted in writing to the Program Manager ten (10) days prior to the established bid date for inclusion in a written addendum. Verbal or telephone changes will not be considered binding.**

7. Preparation and Submission of Proposals

Proposals to be entitled for consideration must be made on the form provided in the Project Manual by the Program Manager and must be signed by an officer of the company, i.e., President, Vice President, Secretary, or Treasurer. All conditions set forth in the "Form of Proposal" and "Invitation to Bid" must be complied with. Figures shall be entered on the proposal form in writing. All blank spaces shall be filled in properly or indicated as not applicable as necessary. No interlineation or alteration will be made on the proposal form. If erasures are necessary and appear on the forms, each such erasure must be initialed by the person signing the proposal. Proposals shall be placed in an opaque envelope, sealed, addressed and delivered in the manner and at the time stipulated in the Invitation and/or Advertisement for Bids. **Facsimile bids will be not considered**, but modification by facsimile of bids already submitted will be considered, **if received prior to the time set for opening bids**; facsimile modifications shall not reveal the amount of the original or revised bid.

8. Bidders Qualifications

Proposals will be accepted from bidders who are regularly engaged in the work they are bidding, which represents a significant portion of their total volume and who perform this work with personnel regularly employed on their direct payrolls. Before a proposal is considered for award, the proposer may be requested by the Architect/Engineer to submit a statement of facts in detail as to his financial resources and plans available to be used in contemplated work. The proposer

may also be required to submit a statement of facts in detail on his proposed subcontractors as to their previous experience and past performance in performing similar work or comparable work.

9. Acceptance or Rejection of Proposal

The Owner reserves the right to reject any and all proposals when such rejection is in the interest of the Owner; to reject the bid of the bidder who has previously failed to perform or to complete on time Contracts of a similar nature; and to reject the proposal of a proposer who is not, in the opinion of the Architect/Engineer, in a position to perform the Contract. The Owner reserves the right to reject any subcontractor who has previously failed to perform properly in the opinion of the Architect/Engineer or the Owner. The Owner also reserves the right to waive any informalities and technicalities in bidding. The Owner may also accept or reject any of the alternates that may be set forth on the "Form of Proposal." The Contract will be awarded (unless all bids are rejected), under normal circumstances, to the lowest responsible proposer; However, the Owner reserves the right to award the Contract in his best interest and therefore may select a proposer other than the lowest if the Owner considers such to be advantageous to them.

10. Withdrawal of Proposals

Proposals may be withdrawn on written or telegraphed requests received from proposers prior to the time fixed for the opening. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

11. Contractor's Licenses

A. Each proposer (should his proposal exceed \$5,000.00) shall obtain a Contractor's License under the provisions of the Contractor's Licensing Law (1976 Code) Volume 14, Chapter 11, Section 40-11-10 through 40-11-340, as amended. Specialty Contractor's Licenses for the various building trades are available and information regarding these licenses can be obtained from the South Carolina Licensing Board for Contractors. It shall be the proposer's responsibility to provide appropriate licensing to perform the work described in the Project Documents.

B. Any Owner hiring or contracting or having a Contract with any non-resident Contractor, where such contract exceeds \$10,000.00 or can be expected to exceed that amount, shall be required by law to withhold two percent (2%) of each and every payment made after January 1, 1959, to such non-resident individuals or partnerships, and foreign corporations as well.

A person or business entity which hires or contracts with a non-resident to perform

temporary work in this state is not required to withhold two percent (2 %) of the contract if the non-resident is registered to pay taxes in this state and gives an affidavit stating such person hiring or contracting with the non-resident. For additional information, contact the State of South Carolina Department of Revenue and Taxation.

C. If a Contractor has any employees earning income in South Carolina who are legal residents of another state, he also becomes a withholding agent and must withhold South Carolina Income Taxes from the earnings of the non-resident employees on the basis of tables furnished by the South Carolina Tax Commission. If a Contractor subcontracts with other non-resident Contractors, he must withhold two percent (2%) of each and every payment made to the subcontractor if the total amount of the subcontract exceeds \$10,000.00 or can be expected to exceed that amount. The subcontractor may obtain in the same relief as a Contractor by posting bond, per stipulations of this Act.

12. Contracts

A. The Owner will take bids from General Contractors as described in these Bid Documents and will enter into a direct construction agreement with the successful bidder for all work described.

13. Existing Utilities

The Contractor shall be responsible for the protection of underground and overhead utilities in his work area which are shown on the Drawings and/or which can be detected by a visual inspection of the job site. The Contractor is cautioned, however, that there may exist unknown underground utilities neither visible nor shown on the Drawings. The Contractor will take all reasonable precautions necessary to detect and preserve the services which these utilities provide. Should additional work be caused to the Contractor by the presence of such unknown underground utilities, the cost borne by the Contractor as a result of same shall be reimbursed by the Owner through the use of a negotiated change order.

14. Construction Schedule

See Contract Time in AIA document A105 for construction milestone dates.

15. Access to Project

The Contractor will not be permitted to occupy the site of the work or allowed on the property of the Owner until insurance and bond requirements have been approved and the written Notice to Proceed is issued.

End of Section

SECTION 010020 - FORM OF PROPOSAL

DATE: _____

TO: Richland County Library

Hand Delivery, UPS or FedEx.:

Richland Library, Finance, Attn: Leila Scott
1431 Assembly Street
Columbia, SC 29201

Bidder: _____

Address: _____

The undersigned, having carefully examined the specifications for the Richland County Library, Main Library Board Room and Misc. Renovations, Columbia, South Carolina and the drawings similarly entitled, all dated **November 9, 2019** and the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

as well as the premises and conditions affecting the work, proposes to furnish all services, labor, and materials called for by them for:

Base Bid work in accordance with said documents for the lump sum of

_____ Dollars

(\$ _____) which sum is hereinafter called the "Base Bid". Substantial Completion date of Base Bid work shall be achieved in the number of days stipulated under the Contract Time.

By submitting this bid, the General Contractor acknowledges that they have thoroughly read the Project Manual and are in agreement with the terms listed in the AIA A105-2017 and the Amendment to the AIA A105.

BID HOLDING TIME AND CONTRACT ACCEPTANCE:

The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of **one hundred and twenty (120) days** following such time. It is the Owners intent to sign and execute a contract with the General Contractor within the initial ninety (90) days after the Notice of Intent to Award is issued. The Owner will issue a formal Notice to Proceed anticipated in Spring 2020, which is anticipated to be the start date for Construction.

In case the undersigned be notified in writing by mail, telegraph, or delivery of the acceptance of this bid, within ten (10) days from notice, the Owner shall send a contract for the work for the above-stated amount and at the same time, the Contractor shall furnish and deliver for the Owner a Performance Bond and a Payment Bond, in the form issued by the American Institute of Architects (AIA Form A312-2010), each in an amount equal to 100 percent (100%) of the contract sum.

CONTRACT TIME:

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days from date of a Notice to Proceed. The Bidder agrees to Substantially Complete the Work within **120 calendar days** from the Notice to Proceed.

The undersigned further agrees that from the compensation to be paid, the Owner may retain as liquidated damages the sum of **Five Hundred Dollars (\$500.00)** for each calendar day the actual contract time for Substantial Completion exceeds the specified or adjusted contract time for Substantial Completion as provided in the Contract Documents.

Final Completion (including all punch work) shall be provided **30 days** after Substantial Completion with the cooperation and coordination of Owner so as not to disrupt the operation of the facility. The contractor is to issue the contractor's outstanding punch list to the Architect 24 hours before the date of request for substantial completion. Substantial Completion will not be granted without issuing of the Contractor's punch list. Architect will complete the Architect's punch list and issue to the contractor within 5 working days of Substantial Completion.

The undersigned further agrees that from the compensation to be paid, the Owner may retain as liquidated damages the sum of **Five Hundred Dollars (\$500.00)** for each calendar day the actual contract time for Final Completion exceeds the specified or adjusted contract time for Final Completion as provided in the Contract Documents. The underside understands that the owner reserves the right to waive any or all liquidated damages based on the understanding that the Contractor has made a good faith effort to complete the work within the contract time and to produce quality construction and to complete the work to the owner's satisfaction and to complete the punch work in a timely manner; and that such delays do not create a hardship to the owners operations and need to occupy the completed buildings.

By submitting this bid form, the General Contractor acknowledges the Owner's 120 day construction schedule. If the General Contractor's pricing is factored based on a shorter construction duration, please indicate that

duration here _____. Liquidated damages at substantial completion and final completion will be based on the Owner's 120 day construction schedule.

BID BREAKDOWN:

Within 24 hours of the bid opening, the General Contractor if requested will provide a 16 division cost breakdown to the Owner for internal review purposes only.

SUB-CONTRACTOR LISTING:

Within 24 hours of the bid opening, the General Contractor will provide the company names for the sub-contractors that will be utilized on the project for the following scopes of work.

Respectfully submitted,

Bidder's Firm Name:

Address

SEAL IF BIDDER
IS A CORPORATION

State of South Carolina Contractor's License No. _____

By: _____

Title: _____

END OF SECTION 01002

APPENDIX A MUST BE SUBMITTED WITH BID

APPENDIX A

MWBE Utilization Commitment

We, _____, do hereby certify that
on the _____

(Subcontract Name)

(Dollar Amount of Bid)

will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. MBE's will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the MBE firms listed below. **IF THE BIDDER INTENDS TO SUBCONTRACT, THIS FORM WILL BE COMPLETED REGARDLESS OF THE AMOUNT OR LACK OF PARTICIPATION ATTAINED.**

Name & Phone Number of Firm	Description of Work	Dollar Value

(IF MORE SPACE IS NEEDED, PLEASE USE AND ATTACH ADDITIONAL PAGES.)

The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with Richland Library. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____
(Printed Name of Authorized Officer)

Signature: _____

Title: _____

APPENDIX B MUST BE SUBMITTED WITH BID

APPENDIX B

SLBE Utilization Commitment

We, _____, do hereby certify that
on the

(Subcontract Name) (Dollar Amount of Bid)

will expend a minimum of _____% of the total dollar amount of the contract with small local business enterprises. SLBE's will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the SLBE firms listed below. **IF THE BIDDER INTENDS TO SUBCONTRACT, THIS FORM WILL BE COMPLETED REGARDLESS OF THE AMOUNT OR LACK OF PARTICIPATION ATTAINED.**

Name & Phone Number of Firm	Description of Work	Dollar Value

(IF MORE SPACE IS NEEDED, PLEASE USE AND ATTACH ADDITIONAL PAGES.)

The undersigned will enter into a formal agreement with Small Local Firms for work listed in this schedule conditional upon execution of a contract with Richland Library. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____
(Printed Name of Authorized Officer)

Signature: _____

Title: _____

Richland Library
Main Library Generator Gates
Construction Documents

R-778-13-8
11/08/19

SECTION 010030- FORM OF AGREEMENT

Reference Form of Agreement, AIA Document A105, "Standard Short Form of Agreement Between Owner and Contractor, **2017 Edition**, published by the American Institute of Architects.

END OF SECTION 010030

ATTACHMENT: A105, 2017 Edition
 Exhibit A – Addendum to AIA A105-2017

DRAFT AIA[®] Document A105[™] - 2017

Standard Short Form of Agreement Between Owner and Contractor

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)

«Richland Library »« »
«1431 Assembly Street
Columbia, SC 29201 »
« »

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

« TBD »« »
« »
« »
« »

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

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

«The Boudreaux Group »« »
«1519 Sumter Street
Columbia, SC 29201 »
« »

The Owner and Contractor agree as follows.

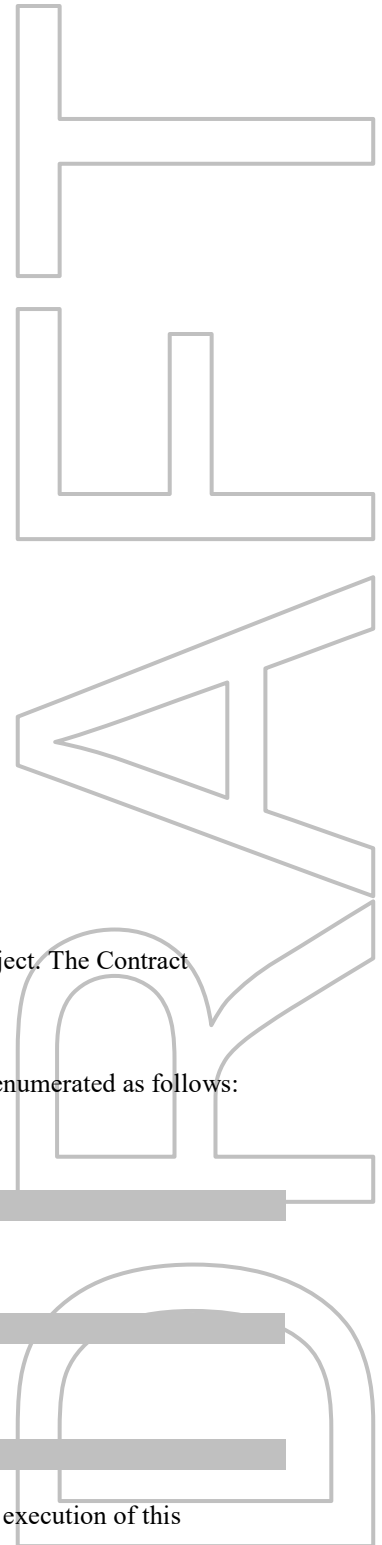
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

«To be set forth in a notice to proceed. »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[] Not later than « 120 » (« one hundred and twenty ») calendar days from the date of commencement.

[] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«TBD»)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:

(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)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

<< >> % << >>

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than << >> (\$ << >>) each occurrence, << >> (\$ << >>) general aggregate, and << >> (\$ << >>) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than << >> (\$ << >>) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than << >> (\$ << >>) each accident, << >> (\$ << >>) each employee, and << >> (\$ << >>) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other

causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email 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.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of 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.

§ 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

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

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify

the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 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.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 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.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:



CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF

COUNTY OF

NAME OF PROJECT, Richland Library- Generator Gates

_____ as General Contractor on the above named project does hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and/or workmanship for a period of one (1) year from date of execution of the Certificate of Substantial Completion, and hereby agrees to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting there from, at no cost to the Owner, provided however, that the following are excluded from this guarantee:

- a. Defects or failures resulting from abuse by Owner.
- b. Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

It is specifically understood that the terms of this guarantee, the compliance therewith, and the fulfillment of all obligations thereunder are fully protected by the Performance Bond furnished by the Contractor.

(Name of Contracting firm)

*By _____

Title _____

*Must be executed by an officer of the contracting firm.

SWORN TO before me this _____ day of _____, 20____.

(SEAL)
Notary Public for _____(state).

SECTION 134610 – CUSTOM PERFORATED INFILL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Gate infill panels.
- B. Related Requirements:
 - 1. Section 323119 “Steel Gate and Fence”

1.3 ACTION SUBMITTALS

- A. Include but not be limited to the following:
 - 1. Proposal drawings and test data. Proposal drawings must include all prototypic conditions; anchors, typical head, jamb, sill and corner conditions, top and bottom and assembly structures. Termination, adjacent work and tolerances should be included with the bid proposal.
- B. Manufacturer's Data: Submit for information only, metal manufacturer's specifications, installation instructions and general recommendations for wall cladding applications. Include manufacturer's certification or other data substantiating that the materials comply with the requirements. Indicate by copy of transmittal that the Fabricator/Installer has received copy of manufacturer's instructions and recommendations.
- C. Samples for initial selection:
 - 1. Provide samples for initial selection (as specified under available finishes in Part 2).
- D. Samples for verification: Submit 12" square samples of each specified metal and gauge to be used on siding. Samples will be reviewed by Architect for compliance Architect's control samples relative to thickness, texture and finish requirements. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- E. Shop Drawings: Submit digitally defined 3D electronic model of the surface as the sole method and basis of communicating shop drawing parameters from the panel manufacturer, produced in-house indicating all wall surfaces to receive metal panels. Indicate slopes, panel interfaces as differing planes and all panel layouts. Show installation layouts and details of:

1. Trimless edges
2. Joints including allowances for expansion and contraction.
3. Work points
4. Details of the perforations running through the panel joint and how the panels are dead-loaded.

F. Structural calculations signed and sealed by a licensed Professional Engineer.

G. Shop drawings should be coordinated and show surrounding work, and should be promptly updated throughout the project as architectural drawings and shop drawings from other trades are updated.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For installer and manufacturer.

B. Sample Warranty: Lifetime warranty against defects.

1.5 COORDINATION

A. Steel Gate and Fence and Steel Plate Support shop drawings must be provided to panel supplier for coordination purposes. Panel supplier is responsible for designing panel mounting system to coordinate with steel structure and must submit to Architect for approval.

1.6 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For signs to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications.

PART 2 - PRODUCTS

2.1 CUSTOM PERFORATED INFILL PANELS

- A. Provide basis-of-design product, or qual. Substitution requests must be submitted to, and approved by the architect.
- B. Basis-of-Design-Product: Zahner "Image Wall" Custom Fabricated Perforated Panels
 - 1. Size as indicated on drawings
 - 2. Finish: Solenum Steel
 - 3. Panel Specifications: (Match existing gates on site)(perforation should be 50% open for wind loads, or per structural engineer's recommendations)
 - a. Type: Delaunay
 - 1) Density: 14
 - 2) Random: 1
 - b. Grid Size: 2"
 - c. Perforation 0.5" – 1.75"
 - d. Reduction:
 - 1) Reduction: 45
 - 2) Random: 35
- C. Reduction and pattern size must be submitted with sample. Reduction and pattern size are subject to change, pending review of submitted sample. Match existing gates on site.
- D. Metal gauge to be determined by supplier based on spans and required performance criteria.
- E. Edges to be rolled edges with metal return.
- F. All panels to be designed, engineered and fabricated in the panel manufacturer's plant and by patina craftsmen experienced in handling of custom metal finish sheets.
- G. All panel surfaces must be fully inspected and cleaned upon arrival at the panel manufacturer's plant by means and methods developed in house to fully prepare the surfaces and edges for a multi-step fabrication process. Panels to be cleaned prior to installation.
- H. Face panels and attachments to be designed (on shop drawings) and manufactured at manufacturer's plant. All components to be sequenced and numbered without visible notes on the surface to guide a seamless sequence of installation process
- I. Nails and fasteners, including rivets, screws and bolts, shall be as recommended by the single source manufacturer.
- J. Fasteners / Anchoring:
 - 1. Panels to be mechanically fastened to steel structure using manufacturer's standard fastening methods. Panel supplier to engineer fastening using standoffs and submit for approval.

2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.

2.3 MISCELLANEOUS MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of complete panel system.

2.4 DISSIMILAR METALS PROTECTION

- A. Where possible, contact between dissimilar metal surfaces shall be avoided. Where contact occurs, notify the Architect who shall advise the Contractor how best to isolate the surfaces, as follows:
 - 1. Painting with
 - a. Bituminous paint complying with FS-TT-C-494, Type II, 12 mils dry film thickness.
 - b. Zinc chromate primer, alkyd, complying with FS-TT-P-645.
 - 2. Taping or gasketing with a non-absorptive material.
 - 3. Caulking the joint between the 2 metals using sealant specified herein.
- B. Ferrous metals in contact copper shall be given a coating of zinc chromate primer, or bituminous paint, as specified herein.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where the custom metal cladding is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. General: Comply with panel manufacturer's instructions for assembly, installation and erection of custom metal siding.

- B. Metal Separation: Apply a neoprene washer/gasket, concealed, on one or both surfaces wherever dissimilar metals would otherwise be in contact. Use gasket fasteners where needed to eliminate the possibility of corrosive or electrolytic action between metals.
- C. Erect panels as per drawings, level and true to line with tolerances not exceeding 1/16" in runs of 20' and within 1/16" of adjoining faces.
- D. Fasteners: Provide a semi-concealed fastener installation system, as per system manufacturer, with no fasteners exposed on face of work. Use non-corrosive fasteners to prevent electrolytic action between dissimilar metals.
- E. Damaged Material: Remove and replace panels and component parts of the work which have been damaged (including finish) beyond successful repair, as directed by the Architect. Repair minor damage.

3.3 CLEANING AND PROTECTION

- A. Clean exposed surfaces of custom metal siding work promptly after completion of installation. Comply with recommendations of panel manufacturer.
- B. Protection: The Installer of custom metal siding shall advise the Contractor in writing of protection and surveillance procedures which can be foreseen as needed to ensure that the work will be without damage or deterioration at the time of final acceptance after completion of other construction work.

3.4 WARRANTY

- A. Provide manufacturer's standard warranty.

SECTION 323119 - STEEL GATE AND FENCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Decorative steel fences.
- B. Related Requirements:
 - 1. Section 134610 "Custom Perforated Infill Panels"; reference this section for custom perforated infill panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, including hardware.
- B. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.

1.4 COORDINATION

- A. Gate manufacturer to coordinate with custom perforated infill panel supplier to confirm and coordinate mounting requirements. Custom perforated infill panel supplier to engineer and submit panel mounting system for coordination and review.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For gate operators to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

PART 2 - PRODUCTS

2.1 DECORATIVE STEEL FENCES

- A. Decorative Steel Fences: Fences made from steel tubing bars and shapes, hot-dip galvanized.
- B. Posts, Rails, Pickets: Square steel tubing and angles.
 - 1. Posts: Refer to Drawings for configuration of all components.
- C. Custom Infill Perforated Panel: see Specification Section 134190. Provide devices indicated in that specification for dissimilar materials where required.
- D. Fasteners: Stainless-steel carriage bolts and nuts.
- E. Fabrication: Assemble fences into sections by welding pickets to rails.
 - 1. Fabricate sections with clips welded to rails for field fastening to posts.
 - 2. Drill posts and clips for fasteners before finishing to maximum extent possible.
 - 3. Fabricate rails with clips welded to rails for field fastening to posts.
 - 4. Drill posts and bar grating for fasteners before finishing to maximum extent possible.
- F. Finish exposed welds to comply with NOMMA Guideline 1, Finish #2 - completely sanded joint, some undercutting and pinholes okay
- G. Galvanizing: For items other than hardware that are indicated to be galvanized, hot-dip galvanize to comply with ASTM A 123/A 123M. For hardware items, hot-dip galvanize to comply with ASTM A 153/A 153M.
 - 1. Hot-dip galvanize posts and rails.
 - 2. Hot-dip galvanize rail and picket assemblies after fabrication.
- H. Finish for Metallic-Coated-Steel Items High-performance coating.

2.2 STEEL AND IRON

- A. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
- D. Galvanized-Steel Sheet: ASTM A 653/A 653M, structural quality, Grade 50 (Grade 340), with G90 (Z275) coating.

2.3 COATING MATERIALS

- A. Shop Primers for Steel: Provide primers that comply with Section 099600 "High-Performance Coatings."

2.4 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Concrete: Normal-weight, air-entrained, ready-mix concrete complying with requirements in Section 033000 "Cast-in-Place Concrete" with a minimum 28-day compressive strength of 3000 psi (20 MPa), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum aggregate size.
- C. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M and specifically recommended by manufacturer for exterior applications.

2.5 METALLIC-COATED-STEEL FINISHES

- A. High-Performance Coating: Apply epoxy primer, polyurethane intermediate coat, and polyurethane topcoat to prepared surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
 - 1. Match approved Samples for color, texture, and coverage. Remove and refinish, or recoat work that does not comply with specified requirements.
 - 2. Color to match existing gates installed on site.

2.6 HARDWARE

- A. Hardware to be supplied by gate manufacturer and as noted in the drawings. Provide basis-of-design product, or qual. Substitution requests must be submitted to, and approved by the architect.
- B. Basis-of-Design-Product: McMaster Carr (Slide Bolt and Padlock)
 - 1. Adjustable-Guide Extra-Long Slide Bolt: Zinc Plated Steel, Vertical, 18" bolt L, 2" Latch Mounting Plate W.
 - 2. Padlock Easy-Grip Lift-and-Drop Slide Bolt: Type 304 Stainless Steel, 2-9/16" x 1-5/8" Mount Plate

- C. Basis-of-Design-Product: Assa Abloy (Pull Handles)
 - 1. Rockwood, NoirMet Straight Pull with Flat Ends, RM3820
 - a. Diameter: 1-1/2"; CTC: 36"; Projection: 3-1/4"
- D. Drop Latch Assembly: mount to interior side of each gate.
 - 1. Fabricate from 1/2" diameter, round steel bars, hot-dip galvanize after fabrication. Finish to match steel on fence material.
 - 2. Provide sleeve epoxied into concrete to hold gate both open and closed as indicated on drawings.

2.7 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.
- B. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.8 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.
 - 1. Construction layout and field engineering are specified in Section 017300 "Execution."

2.9 DECORATIVE FENCE INSTALLATION

- A. Install fences according to manufacturer's written instructions.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Posts Set in Concrete: Extend post to within 6 inches (150 mm) of specified excavation depth, but not closer than 3 inches (75 mm) to bottom of concrete.

2.10 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION 323119