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SPECIFICATION
JULY 16, 2007

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STRUCTURAL ENGINEER

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MEP &FP ENGINEERS

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CONSTRUCTION MANAGER

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SECTION 00010 – INVITATION TO BID

1.1 Bids are hereby requested by:

Maine Historical Society
489 Congress St.
Portland ME 04101

1.2 The work of the Contract can be summarized as follows

- A. Project name: Maine Historical Society Research Library.
- B. Project Description: Renovation of and addition to existing historic library building.
- C. The Work consists of the following:
 - 1. Removal of existing rear wing of library building.
 - 2. Selective demolition and renovations at existing library building.
 - 3. Construction of new building wing.
 - 4. Utility and site construction.

1.3 The Contract Documents include the specifications and drawings dated July 16, 2007, attached.

1.4 Contractors are strongly cautioned to read each line of this specification package. The Owner shall not consider any requests for additional money caused by a Contractor's failure to read any condition contained in the Specifications.

1.5 The Owner may make such investigations as it shall deem necessary in order to determine the ability of a bidder to perform the work. At the request of the Owner, a bidder shall furnish to the Owner any and all information relevant to such an investigation. The Owner reserves the right to reject any bid for the refusal of a bidder to cooperate in such an investigation or for failure of a bidder to satisfy the Owner that such bidder is properly qualified to initiate or carry on the obligations of the contract and to complete the work contemplated therein.

END OF SECTION 00010

SECTION 00210 - INSTRUCTIONS TO BIDDERS

ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS

9.01 GENERAL

- A. These supplementary instructions refer to the Instructions to Bidders, AIA Document A701, Fourth Edition, dated 1997.
- B. The form of contract shall be substantially the AIA "Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is Also the Constructor" (AIA Form A121 CMc - 2003).
- C. The "General Conditions of the Contract of Construction", AIA Document A201, Fourteenth Edition, 1997 Ed., Articles 1 through 14 inclusive, is a part of this contract.
- D. Provisions of Instructions to Bidders which are not modified by these Supplementary Instructions remain in full effect.
- E. The owner invites proposal for the doing of the work described in the Contract Documents attached hereto. Before submitting his proposal each bidder shall visit the site, examine its conditions, thoroughly acquaint himself with its obstacles and advantages for performing the work, and compare the Contract Documents with the conditions found. All proposals submitted shall be subject to all applicable provisions of law.

9.02 BIDDERS REPRESENTATIONS

- A. General: Bidders, in undertaking the work under this Contract, are assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions except where the Contract Documents make definite provision for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.
- B. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

9.03 REQUESTS FOR INTERPRETATION

- A. Interpretation, correction, or change in the Contract Documents will be made by Addendum, which will become part of the Contract Documents. Neither the Awarding Authority nor the Architect will be held accountable for any oral instructions. Any inquiry received eight (8) days or more prior to the date fixed for opening the Bids shall be given consideration.

9.04 ADDENDA

- A. Addenda will be mailed by the Architect by certified mail, return receipt requested, to every individual or firm on record as having taken a set of Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

9.05 ALTERNATES

- A. Each Bidder shall acknowledge Alternates in the Bid.
- B. In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by using the words "No Change" or "N/A" in the space provided for that Alternate. Do not leave this space blank.

9.06 CONSIDERATION OF BIDS

- A. The Awarding Authority reserves the right to waive any informalities in or to reject any or all General Bids if it be in the public interest to do so.
- B. The Awarding Authority reserves the right to reject bids thought to be insufficient to complete the Contracted Work based on prevailing wage standards and construction costs.

9.07 TIME FOR COMPLETION

- A. The successful bidder will be required to have the project completed no later than Four Hundred Twenty Five (425) calendar days from the date of contractor's authorization to proceed from Owner.

END OF SECTION

MODIFICATIONS TO AIA DOCUMENT A201-1997
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

I. THE GENERAL CONDITIONS

The "General Conditions of the Contract for Construction," AIA Document A201, (1997), Articles 1 through 14 inclusive, is a part of this contract.

II. THE SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, delete and/or add to the General Conditions. Where any Article, Paragraph or Subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or Subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or Subparagraph not so amended, voided or superseded shall remain in effect.

III. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA GENERAL CONDITIONS

1. Article 1.1.1

Add the following at the end of subparagraph 1.1.1:

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Modifications
Second Priority:	Agreement
Third Priority:	Addenda – later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Specifications with respect to quality and general performance of the Work.
Seventh Priority:	Drawings with respect to quantity of materials and general location of the Work. Detail drawings shall take precedence over small scale drawings.
Eighth Priority:	Request for Proposal.

2. Add the following new subparagraphs: 1.1.1.1, 1.1.1.2, 1.1.1.3, 1.1.1.4, and 1.1.1.5:

2a. Article 1.1.1.1

Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

2b. Article 1.1.1.2

Furnish or Supply: Means to supply and deliver, unload, inspect for damage.

2c. Article 1.1.1.3

Install: Means to unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.

2d. Article 1.1.1.4

Provide: Means to furnish or supply, plus install.

2e. Article 1.1.1.5

Project Manual: The Project Manual is the volume usually assembled for the Work which includes the Bid Documents, Contract Documents, and Specifications.

3. Article 1.1.2

In line four, insert the phrase, "Except as provided in Article 3.18," prior to the sentence starting with "The Contract Documents shall".

4. Article 1.2.1

Add the following to subparagraph 1.2.1:

If the Agreement is a Guaranteed Maximum Price Agreement, the words "Guaranteed Maximum Price" are substituted throughout A201 and these Supplementary General Conditions for the words "Contract Sum". Any reference to costs to be borne by the Contractor (or Work to be carried out at the Contractor's expense) shall be interpreted as stating that there shall be no adjustment of the Guaranteed Maximum Price as a result of such costs, and the Contractor shall be entitled to reimbursement from the Owner on account of such costs only if and to the extent provided in the Agreement.

5. Article 1.2.4

Add the following as new subparagraph 1.2.4:

The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

6. Article 1.5.1

At the end of the provision add: "A copy of the signed set shall be deposited with the Architect."

7. Article 2.4.1

In the eighth line down delete the words "Change Order" and replace with "Construction Change Directive". Delete the second sentence starting from the bottom.

8. Add new subparagraphs 3.2.4 and 3.2.5:

8a. Article 3.2.4

The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

8b. Article 3.2.5

The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as

provided in subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

Add new subparagraph 3.4.4:

9. Article 3.4.4 Date Dependent Electronic Hardware or Software (Y2K Obligations).

.1 To the extent that equipment, systems, components or assemblies that incorporate date dependent hardware or software are specified or indicated in the Construction Documents by proprietary information, performance criteria, or both, the General Contractor shall immediately notify the Architect in writing if any such equipment, system, component, or assembly is not designed to be used prior to, during and after calendar year 2000, or that any such equipment, system component, or assembly will not operate during such time periods without error relating to date data, specifically including any error during such time periods without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries, or more than one century.

.2 Without limiting the generality of the foregoing paragraph, the General Contractor agrees to notify the Architect in writing if any such equipment, system, component, or assembly will abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries, or more than one century, has not been designed to ensure year 2000 compliance, including but not necessarily limited to, date data century recognition, calculations which accommodate same century, and multi-century formulas and date values, and date data interface values that reflect the century; or does not include "year 2000 compliance".

.3 For the purposes of these paragraphs, year 2000 compliance means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

.4 Absent such written notification, the General Contractor shall represent and warrant to Architect, and the Owner, that all equipment, systems, components and assemblies in the Project comply with the terms of this section; and require and obtain from each Subcontractor and supplier a representation and warranty to the General Contractor, Architect, and Owner, that any equipment, system, component, or assembly installed or supplied by that Subcontractor comply with the intent of this section, including appropriate language in each of its agreements with Subcontractors and suppliers. This warranty shall survive for the full term of the applicable statute of limitations.

.5 Vendors and suppliers of computer devices in products or equipment shall furnish compliance certificates that their furnished products and/or equipment are free of the so-called "Y2K" problem which could compromise proper operation.

.6 Contractor shall have full responsibility for proper operation of specified devices and equipment, including appropriate corrections to any so-called "Y2K" problems.

10. Add new subparagraphs 3.5.2 through 3.5.9 as follows:
- 10a. Article 3.5.2
All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.
- 10b. Article 3.5.3
In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by the Contractor and approved in writing by the Architect as provided in subparagraph 3.5.4.
- 10c. Article 3.5.4
If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.
- 10d. Article 3.5.5
In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.
- 10e. Article 3.5.6
The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.
- 10f. Article 3.5.7
Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.
- 10g. Article 3.5.8
The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

10h. Article 3.5.9

The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

11. Article 3.9.1

In the second line after the word "site" add "full time". Also, in the second line after the word "Work" add the following:

until the date of Substantial Completion, and for such time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested in writing by the Owner, and shall replace him with a competent person reasonably acceptable to Owner.

12. Add new subparagraph 3.9.2 as follows:

Article 3.9.2

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

13. Article 3.12.7

Replace subparagraph 3.12.7 with the following:

The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

14. Article 3.12.10

Under subparagraph 3.12.10, modify as follows:

In the seventh line from the bottom of the subparagraph starting with the word "provided," delete the rest of the sentence. Delete the last sentence of the subparagraph.

15. Article 3.18

Change the title of paragraph 3.18 to "INDEMNIFICATION AND COVENANT NOT TO SUE." In the fifth line after the words "but not limited to" insert the words "electronic computer anomalies in specified devices associated with the often called "Y2K" problem referred to in subparagraph 3.4.4." Delete the words "but only to the extent" in the eighth line of subparagraph 3.18.1.

16. Add new subparagraph 3.18.3 as follows:

Article 3.18.3

The Owner and the Architect have acknowledged that nothing in the Architect's engagement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its Subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner and that, in performing such obligations, the Architect

may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them. Neither the Contractor, any Subcontractor, nor the surety of any of them shall bring any civil suit or other legal action against the Architect arising out of or in connection with the Project.

17. Article 4.2.7

In the third line from the bottom delete the words "unless otherwise specifically stated by the Architect".

18. Article 4.2.10

At the end of subparagraph 4.2.10, add the following:

If no such exhibit has been so incorporated, the duties, responsibilities, and limitations of authority of such Project Representative shall be as set forth in the edition of AIA Document B352 current as of the date of the Agreement.

19. Article 4.3.7.1

Delete the second sentence of subparagraph 4.3.7.1 and substitute the following:

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Architect with such documentation relating thereto as the Architect may reasonably require.

20. Article 4.3.7.2

Delete subparagraph 4.3.7.2.

21. Article 4.3.10

Insert at the end of the provision the following: "The Contractor and Owner shall not seek to recover damages waived against each other under this subparagraph 4.3.10 from the Architect."

22. Add a new subparagraph 4.6.7 as follows:

Article 4.6.7

Notwithstanding any provision contained in this paragraph 4.6 or elsewhere in the Contract Documents, the Owner reserves the following rights in connection with Claims and disputes between the Owner and the Contractor:

- .1 the right to institute legal action against the Contractor in any court of competent jurisdiction in lieu of demanding arbitration pursuant to this paragraph 4.6, in which case the dispute or disputes which are the subject of such action shall be decided by such court, and not by arbitration;
- .2 the right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the Contractor, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the dispute or disputes which are the subject of such arbitration shall be decided by such court, and not by arbitration;
- .3 the right to require the Contractor to join as a party in any arbitration between the Owner and the Architect relating to the Project, in which case the Contractor agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.

In case the Owner elects to proceed in accordance with 4.6.7.1 or 4.6.7.2 above, the word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

23. Add new subparagraph 5.2.5 as follows:

Article 5.2.5

The form of each subcontract shall be submitted to the Owner for its approval, which shall not be unreasonably withheld or delayed. Each subcontract shall expressly provide for the contingent assignment referred to in subparagraph 5.4.1.

24. Article 5.4.2
Delete subparagraph 5.4.2.

25. Article 6.1.4
Delete subparagraph 6.1.4.

26. Article 6.2.4
Add the following at the end of subparagraph 6.2.4:

If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

27. Article 7.2.2
Delete subparagraph 7.2.2.

28. Article 7.3.3.
Renumber subparagraph 7.3.3 as 7.3.4.

29. Insert prior to 7.3.4 the following and renumber it 7.3.3:

Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

30. Insert the following new subparagraphs as 7.3.4.1, 7.3.4.2, and 7.3.4.3:

30a. Article 7.3.4.1

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the Owner.

- (i) By unit prices stated in the Contract Documents or otherwise mutually agreed upon.
- (ii) By Cost and Percentages estimated by the Contractor as provided in subparagraph 7.3.3 and accepted by the Owner; the Contractor's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change.
- (iii) By actual Cost determined after the Work covered by the change is completed, plus Percentage.
- (iv) By submission to arbitration or a court, which shall determine the fair value of the Work covered by the change.

As used in this paragraph, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, Subcontractor, or Sub-subcontractor for performing the work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the site, insurance, bonds and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits for supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor or Sub-subcontractor. If the form of Agreement between the Owner and the Contractor is AIA A111 then, in lieu of the foregoing, Cost shall mean Costs to be Reimbursed under Article 7 of the Agreement excluding item 7.1.2; and each Subcontractor and Sub-subcontractor shall compute its costs as if it were the Contractor referred to in Article 7.

"Percentage" shall mean an allowance to be added to or subtracted from the cost in lieu of overhead and profit and of any other expense which is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 15% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor's own forces plus 7 1/2% of any aggregate net increase in Cost of any Work performed for the Sub-subcontractor by other contractors. Percentage for a Subcontractor shall be such percentage allowances for overhead and profit as are set forth in the Subcontract between such Subcontractor and the Contractor. If the Agreement is based on AIA Document A111 then the Percentage for the Contractor, if any, shall be calculated pursuant to provisions of the Agreement; if the Agreement is based on AIA Document A101 then the Percentage for the Contractor shall be ___% of any net increase or decrease of Cost of any Work performed by the Contractor's own forces plus ___% of any net increase or decrease in the cost for all other Work covered by the change.

When in the reasonable judgment of the Architect a series of Construction Change Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in cost, if any.

30b. Article 7.3.4.2

If the Owner elects to determine the Cost of the Work as provided in method (i) using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to subparagraph 7.3.4.1. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the Owner's option to require the Cost of any given change to be determined by one of the

other methods stated in 7.3.4.1. If the Owner elects to determine the cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent work, the Contractor shall keep daily records, available at all times to the Architect for inspection, of the actual quantities of such work put in place, and delivery receipts or other adequate evidence, acceptable to the Architect, indicating the quantities of materials delivered to the site for use in such unit price work, and distinguishing such from other similar material delivered for use in work included in the base Contract Sum. If so required by the Architect, materials for use in unit price work shall be stored apart from all other materials on the Project.

30c. Article 7.3.4.3

If the Owner elects to determine the Cost of the Work as provided in methods (iii) or (iv) of subparagraph 7.3.4.2 or if the method of determining the cost has not been established before the work is begun, the Contractor shall keep detailed daily records of labor and materials costs applicable to the work.

31. Article 7.3.4

Renumber former subparagraph 7.3.4 as 7.3.5. In the last line, delete the words "Contract Sum or".

32. Article 7.3.5

Renumber former subparagraph 7.3.5 as 7.3.6.

33. Articles 7.3.6, 7.3.7 and 7.3.9

Delete former subparagraphs 7.3.6, 7.3.7, and 7.3.9. and renumber 7.3.8 to be 7.3.7.

34. Article 8.2.2

Delete subparagraph 8.2.2 and renumber 8.2.3 to be 8.2.2.

35. Articles 8.2.3 - 8.2.9

Add new subparagraphs 8.2.3 through 8.2.9 as follows:

35a. Article 8.2.3

Within two weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

35b. Article 8.2.4

The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

35c. Article 8.2.5

If in any Application for Payment, the total value of the completed Work in place, as certified by the Architect, is less than 90% of the total value of the Work in place estimated in the Progress

Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

35d. Article 8.2.6

If each of three successive applications, as certified by the Architect, indicate that the actual Work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under paragraph 14.2.

35e. Article 8.2.7

If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted prorata.

35f. Article 8.2.8

If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

35g. Article 8.2.9

Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

36. Article 8.3.1

In the fourth line of subparagraph 8.3.1, change "other causes beyond the Contractor's control" to read "other causes (except weather) beyond the Contractor's control". Delete the words "Change Order" in line six and substitute "Construction Change Directive."

37. Article 8.3.3

Delete subparagraph 8.3.3 and replace with the following:

No claim for an extension of time for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples until 15 days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

38. Add new subparagraphs 8.3.4 and 8.3.5 as follows:

38a. Article 8.3.4

No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

38b. Article 8.3.5

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

39. Article 9.1.1

In subparagraph 9.1.1, change "total" in line two to "maximum".

40. Article 9.2.1

Add at the end of the first sentence of subparagraph 9.2.1:

"and shall be revised if later found by the Architect to be inaccurate."

41. Article 9.3.1

Delete the first twelve words of the first sentence of subparagraph 9.3.1 and substitute the following:

"At the time or times established in the Agreement . . ."

After the first sentence of subparagraph 9.3.1, add: "The format and number of copies of such Applications for Payment shall be as directed by the Architect."

42. Article 9.3.1.1

Add to the end of subparagraph 9.3.1.1:

"when such Construction Change Directives have set forth an adjustment to the Contract Sum."

43. Article 9.3.3

Delete subparagraph 9.3.3 and replace with the following:

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said Work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such Work.

44. Add new subparagraph 9.3.4 as follows:

Article 9.3.4

Each Application for Payment or periodic estimate requesting payment shall be accompanied at the Owner's option by (i) a waiver of liens from each Subcontractor or (ii) a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

45. Article 9.5.1

In subparagraph 9.5.1 change the following:

- .6 Delete the words “unpaid balance” in the second line and insert “retainage currently held by the Owner”

46. Add new subparagraphs 9.5.1.8 and 9.5.1.9:

- .8 a lien or attachment is filed contrary to subparagraph 4.5.9; or
- .9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor’s monthly Application for Payment.

47. Article 9.6.3

Delete subparagraph 9.6.3.

48. Article 9.6.4

Modify subparagraph 9.6.4 to read as follows:

Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-subcontractor or material supplier.

49. Article 9.6.5

Delete subparagraph 9.6.5.

50. Article 9.8.1

Add at the end of subparagraph 9.8.1:

“. . . and when only minor items can be corrected or completed without any material interference with the Owner’s use of the Work remain to be corrected or completed”.

51. Article 9.8.2

Replace subparagraph 9.8.2 with the following:

When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with subparagraph 3.15.1, the Contractor shall prepare and submit to the Architect (1) a list of items to be completed or corrected prior to final payment; (2) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and (3) the permits and certificates referred to in subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

52. Article 9.10.2

Delete the sentence in line thirteen starting “If a Subcontractor” and insert the following:

If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires in order to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor, as

a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

53. Article 10.1.1
At the end of the subparagraph, add "...and for providing a safe workplace and complying with all codes, by-laws, rules and regulations applicable to the construction site."
54. Article 10.2.1.2
In subparagraph 10.2.1.2, delete the word "and" at the end of the subparagraph.
55. Article 10.2.1.3
In subparagraph 10.2.1.3, add the word "and" to the end of the subparagraph.
56. Add new subparagraph 10.2.1.4 as follows:
Article 10.2.1.4
".4 any other property of the Owner, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access."
57. Article 10.2.5
Replace subparagraph 10.2.5 with the following:
"The Contractor shall promptly remedy damage and loss to property referred to in subparagraphs 10.2.1.2, 10.2.1.3 and 10.2.1.4. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required by this paragraph 10.2, the Contractor shall, subject to any reimbursement to which the Contractor is entitled under property insurance required by the Contract Documents, bear the cost.
58. Add new subparagraphs 10.2.8 through 10.2.11 as follows:
- 58a. Article 10.2.8
The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.
- 58b. Article 10.2.9
The Contractor shall at all times protect excavations, trenches, buildings and materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.
- 58c. Article 10.2.10
The Contractor shall remove snow and ice which might result in damage or delay.
- 59d. Article 10.2.11
During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and

to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents.

60. Article 11.1.1

In the second sentence of subparagraph 11.1.1 following the word “located” insert the words “and to which the Owner has no reasonable objection.”

61. Article 11.1.2

Delete subparagraph 11.1.2 and replace with:

The insurance required by subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner’s and Contractor’s Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Owner and the Architect shall be added as an Additional Insured on all policies.

62. Article 11.1.3

Add the following at the end of the second sentence of subparagraph 11.1.3:

These certificates shall set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Document G705 or a similar substitution if approved by the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

63. Article 11.4.1.4

Change subparagraph 11.4.1.4 to read as follows:

The Owner will provide and pay for its own property insurance during the length of the Construction Contract. Property insurance for portions of the Work stored off site and in transit shall be procured and the cost borne by the Contractor, unless otherwise provided in the Contract Documents.

64. Article 11.4.3

Add the following to the end of the last sentence of subparagraph 11.4.3: “, to the extent covered and paid by insurance under this subparagraph 11.4.3.”

65. Article 11.4.4

Delete the last eight words of subparagraph 11.4.4 and substitute the following: “borne by the Contractor.”

66. Article 11.4.9

Add the following to the end of the first sentence of subparagraph 11.4.9: “all subject to the requirements, if any, of the Owner’s construction and/or permanent lender.”

67. Article 12.2.1.1
In the last line, insert prior to the word "shall" the following: "and any cost, loss or damages to the Owner resulting from such failure or defect,"
68. Article 12.2.2.1
Add to the end of the provision "The Contractor shall advise the Owner, 60 days prior to the end of the one year period for correction of work, that sixty (60) days remain in the applicable warranty period."
69. Add new subparagraph 13.2.3 as follows:

Article 13.2.3
If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement including without limitation Claims under Article 12 or Claims which, under the terms of subparagraph 9.10.4, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party.
70. Article 13.5.4
Change subparagraph 13.5.4 to read as follows:

The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.
71. Article 13.5.5
Delete subparagraph 13.5.5.
72. Article 13.7
Delete paragraph 13.7. and replace with:
73. 73. Article 13.7
LIMITATION OF LIABILITY
The Owner shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective even if the Owner succeeds to the Contractor's rights and obligations under a Subcontract.
74. Article 14.1.1.4
Delete subparagraph 14.1.1.4.
75. Article 14.2
Change paragraph 14.2 to read as follows:

TERMINATION BY THE OWNER
If the Contractor is adjudged to be bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which

extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Architect, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts pursuant to paragraph 5.4, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Architect made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

76. Article 14.3
Delete paragraph 14.3.

END OF SECTION